SUPPLEMENTAL AGENDA

May 24, 2011

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

ITEMS TO BE MOVED FROM CONSENT TO THE REGULAR AGENDA

- ***ITEM # 42:*** *CHOICES Enrollment Update, per Commissioner Baird* ***(to follow Item # 6)***

ITEMS TO BE PULLED FROM THE AGENDA

- ***ITEM # 45:*** *Coast2Coast Discount Prescription Card, per Commissioner Long*

- ***ITEM # 14:*** *Proposed CVS Pharmacy at NW 23rd Avenue and NW 43rd Street, per Rick Hedrick*

ITEM RECOMMENDATION TO BE MODIFIED

- ***ITEM # 29:*** *Regional Drug Enforcement Strike Force "Pill Mills Grant*
  Recommendation: Approve the Grant to provide overtime funding to the Regional Drug Enforcement Strike Force to pursue doctors and other healthcare officials who engage in fraud against private insurance companies and federal/state public benefit programs and accept the $101,971.

  Above Recommendation should include: *Approve the Budget Amendment and Adopt the Resolution*

Alachua County Florida
A Proclamation

Declaring "Innovation Month" in Alachua County, Florida

Whereas, *Alachua County, Florida is a County that encourages innovation; and*

Whereas, *the Gainesville Area Innovation Network, the University of Florida, Santa Fe College, the Gainesville Area Chamber of Commerce, the Council for Economic Outreach, Innovation Gainesville, the Gainesville Technology Enterprise Center, FloridaWorks, the Cade Museum Foundation, Florida's Eden and many other community organizations value and promote innovation; and*

Whereas, *citizens and guests of Alachua County can participate in month long activities which foster and encourage innovation and the entrepreneurial spirit during the month of May 2011; and*

Whereas, *Alachua County invites citizens to participate in Innovation Month.*

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 "Innovation Month" in Alachua County, Florida.***

Duly proclaimed this 24th day of May, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

OFFICIAL SEAL
BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

ATTEST:

_____
J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "Public Works Week" in Alachua County, Florida

Whereas, *Public Works Departments nationwide are the heart of every community; and*

Whereas, *services provided in our community by the Alachua County Public Works Department are an integral part of our citizens' everyday lives; and*

Whereas, *the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs that include parks, road and bridge maintenance, public land management, transportation engineering, planning and improvement, integrated solid waste management, animal services and fleet management; and*

Whereas, *the health, safety and comfort of this community greatly depends on these facilities and services; and*

Whereas, *the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skills of public works staff and officials; and*

Whereas, *the efficiency of the qualified and dedicated personnel who staff the Alachua County Public Works Department is materially influenced by the people's attitude and understanding of the importance of the work they perform; and*

Whereas, *Alachua County encourages all citizens and civic organizations to acquaint themselves with the issues involved in providing services to our community and to recognize the contributions that public works officials and staff make every day to our health, safety, comfort, and quality of life.*

***Now, therefore,* through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim May 15 - 21 as "Public Works Week" in Alachua County, Florida.**

Duly proclaimed this 10th day of May, A.D., 2011.

OFFICIAL SEAL

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "Law Enforcement Memorial Day" in Alachua County, Florida

Whereas, *May 15th was designated by Presidential Proclamation in 1962, by President John F. Kennedy, as Peace Officers Memorial Day and the week on which it falls as National Police Week. This was designated to honor those officers, federal, state, and local, who have been killed or disabled in the line of duty; and*

Whereas, *National Police Week has become widely recognized throughout the United States of America as a way for the citizenry to pay tribute and express their gratitude to those who have served and have made the ultimate sacrifice, and to those who continue to serve; and*

Whereas, *for calendar year 2010, there were 158 Law Enforcement fatalities. And for 2011, 65 Law Enforcement Officer fatalities as of April 26th. This number is 13 officers more than last year on this date; and*

Whereas, *for calendar year 2010 the State of Florida had a total of 9 Law Enforcement fatalities. For 2011 The State of Florida has the highest number of Law Enforcement Officer fatalities at 10 to date, leading all other states by at least 4 fatalities; and*

Whereas, *the County of Alachua has 8 Law Enforcement Agencies operating within its borders, each serving this community every day with integrity, dignity and professionalism, securing our rights, protecting our property, and protecting our freedoms; and*

Whereas, *to date, The County of Alachua has suffered the loss of 10 Law Enforcement Officers, heroes who have fallen in the line of duty. The first occurring in December 1908 and the last occurring in April 2007; and*

Whereas, *the County of Alachua invites its citizens to join together in recognizing National Police Week, May 15 – 21, 2011 and calls upon the community, and all those who enjoy the fruits of their tireless efforts, to remember, acknowledge, and honor all those who have been killed in the line of duty, including law enforcement officers.*

***Now, therefore,* through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim May 10th, 2011 as "Law Enforcement Memorial Day" in Alachua County, Florida.**

Duly proclaimed this 10th 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 "Memorial Day" in Alachua County, Florida

Whereas, *the last Monday in May is set aside to mourn those who died on the battlefield defending our Constitution, our country and our way of life; and*

Whereas, *the price of America's peace and freedom has been the service and sacrifice of men and women in uniform; and*

Whereas, *we marvel at the valor and determination of those gallant Americans who, in each generation, have stepped forward to preserve our freedom, defend our democracy, uphold our ideals, and protect our interests; and*

Whereas, *on this day, Americans everywhere are called upon to remember that the members of our Armed Forces live under the threat of terrorism everyday and answer the call of duty to serve and protect; and*

Whereas, *on Memorial Day, we remember with profound gratitude those who, in moments of peril for our Nation, took to the seas and skies, mud and rice paddies, and sand or snow; and we remember those whose final resting place is unknown, but whose sacrifice is known to us all; and*

Whereas, *we call upon Alachua County citizens to observe a Moment of Remembrance on May 30, 2011 at 3 p.m. local time, and raise a hand in salute to those members of our Armed Forces, near and far, who have answered the call of duty and willingly placed themselves in harm's way on our behalf.*

Now, therefore, *through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim May 30, 2011 as "Memorial Day" in Alachua County, Florida.*

Duly proclaimed this 24th day of May, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

OFFICIAL SEAL
BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY FLORIDA

ATTEST:

_____
J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "Take 25 Day" in Alachua County, Florida

Whereas, *according to the Department of Children & Families, last year there were 4,232 children identified in 2,777 investigations of reported child abuse in Alachua County; and*

Whereas, *2,012 children were confirmed to have been abused and/or neglected at the hands of caretakers; and*

Whereas, *according to law enforcement, 800 children in our community were involved in reports of abuse and maltreatment at the hands of non-caretakers in 2009-10; and*

Whereas, *in 2010, the Child Advocacy Center's Reducing Trauma to Abused Children Program served more than 1,000 primary and secondary child victims of abuse, as well as 717 non-offending caregivers; and*

Whereas, *the Take 25 campaign through the National Center for Missing & Exploited Children encourages all caregivers to take 25 minutes to talk with their children about safety.*

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

Duly proclaimed this 24th day of May, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

OFFICIAL SEAL

ATTEST:

_____
J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "Daddy Mick Pool Day" in Alachua County, Florida

Whereas, *Andrew R. Mickle Sr., known as* ***"Daddy Mick",*** *completed High School in 1942, served in the Military, graduated Bethune Cookman College with a B.A. Degree in Vocational Education majoring in Tailoring and a B.S. Degree in Mathematics and Science. He then completed a Masters Degree in Administration and Supervision of Vocational Technical Education at the University of Florida; and*

Whereas, *Mr. Mickle managed a small business until 1955. He then became an educator, teaching at the new Lincoln High School, Eastside High School and Santa Fe Community College, as well as serving as an administrator for Santa Fe Community College, Hawthorne High School and Lincoln Middle School. Mr. Mickle has served on more than sixteen boards and has had many awards and honors such as the Key to the City of Gainesville, first Teacher of the Year for Alachua County in 1974 and Outstanding Educator; and*

Whereas, *In 1957 Mr. Mickle became certified to teach swimming at the request of the Reverend T. B. McPherson. Mr. Mickle was the first Swimming Pool Manager for the City of Gainesville Recreation Department from 1957 to 1976 and the first to coach swimming for Eastside High School from 1974 to 1976. In 1990 the swimming pool at the T.B. McPherson Recreation Center was renamed in his honor; and*

Whereas, *Mr. Mickle has taught countless people of all ages swimming, diving, and other aquatic survival skills, some families spanning three generations. A host of youth and pioneers seek his anointed aquatic instructional skills every year. He is bringing life back to Mickle Pool with his extraordinary list of patrons; and*

Whereas, *Mr. Mickle has been married to the lovely Catherine Berry Mickle for more than 50 years. They have four sons, Honorable Judge Stephan Pierre Mickle, Andrew L. Mickle (deceased), Dr. Darryl L. Mickle and Jeffery A. Mickle. Mr. Mickle has seven grand children and three great grand children. He is an active long time member of Mt. Carmel Baptist Church.*

Now, therefore, ***through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim May 27, 2011 as "Daddy Mick Pool Day" in Alachua County, Florida.***

Duly proclaimed this 27th day of May, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

BOARD OF COUNTY COMMISSIONERS OFFICIAL SEAL ALACHUA COUNTY, FLORIDA

ATTEST:

_____
J.K. Irby, Clerk

May 24, 2011 Regular BoCC Meeting
Agenda Item #7

Title
Presentation by CHOICES Advisory Board on the use of CHOICES Funds

Amount
N/A

Description
Presentation by CHOICES Advisory Board to present Advisory Board's recommendations for the future of CHOICES

Recommendation
Hear the CHOICES Advisory Board Presentation and consider Advisory Board recommendation on CHOICES future as a possible option.

Alternative(s)
Do not hear the presentation

Requested By
Elmira K. Warren/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
None

Documents Requiring Action
None

Executive Summary
The Board of County Commissioners are considering a number of options for the future of the CHOICES Program. Among those options is the recommendation of the CHOICES Advisory Board to continue CHOICES through at least December 31, 2013.

Background
Since February 2011 the BoCC has considered the future of the CHOICES Program. This presentation will present the CHOICES Advisory Board Recommendations.

Issues
CHOICES Surtax Funding ends December 31, 2011.Use of CHOICES Fund Balance.Future of member benefits.

Fiscal Recommendation
Continue CHOICES Program providing benefits to members under current eligibility and benefits through at least December 31, 2013.

Fiscal Alternative(s)
Use CHOICES Fund Balance to fund other health benefits.

Funding Sources
Indigent Health Care Sales Surtax

Account Code(s)
010-2926-562.34-10

Choices Presentation to The Alachua County Board of County Commissioners

May 24, 2011

By

The Choices Advisory Board

CHOICES- A Bit of History

- Initial program plan conservative because of significant uncertainty about enrollment numbers

Alachua County's CHOICES Health Services

CHOICES- A Bit of History

- **Initial conservative plan design was primary care only:**
  - Not satisfactory to patients whose care was too limited
  - Not satisfactory to providers who could diagnose problems but then couldn't treat them
  - Not satisfactory to staff who had to deal with unhappiness
  - Resulted in low enrollment and considerable negative PR

Alachua County's CHOICES Health Services

CHOICES- A Bit of History

- When it became apparent that CHOICES was not overwhelmed with enrollees, the benefit plan was expanded

Alachua County's CHOICES Health Services

CHOICES- The Expanded Program

- In December 2008, CHOICES moved from covering only primary care services to coverage of almost all ambulatory medical services including care by specialists and diagnostic testing

- Very well received by patients and physicians

Alachua County's CHOICES Health Services

CHOICES- The Expanded Plan

- After the change, enrollment grew from around 1,600 to 3,700
- Subsequently, CHOICES image improved in the community as the program began to meet its original purpose

Alachua County's CHOICES Health Services

CHOICES- Where to go now?

- **Advisory Board recommendation is to maintain program at current enrollment levels as long as possible**
  - ❖ Results in a projected program end date of December 2013
  - ❖ Maximizes benefits to CHOICES enrollees
  - ❖ Avoids the CHOICES image problems that occurred with the more restricted primary care benefits structure

Alachua County's CHOICES Health Services

CHOICES- Where to go now?

- Avoids difficult task of deciding who out of the 3,700 enrollees continues receiving benefits and who does not
- Preserves the CHOICES benefits experienced by small employers whose employees currently utilize the program
- Allows the most professional wind down of the CHOICES program with the least risk of significant public objection

Alachua County's CHOICES Health Services

Potential Use of CHOICES Earnings

Community Support Services

Presented to Alachua County Board of County Commissioners

May 24, 2011

Outline of Plan

- Utilize all funds to provide services through DCSS Social Service Division.
- Continue and expand DCCS role of safety net program.
- Expend funds for Primary Care and Pharmacy Programs.

Social Service Utilization (2009-2011)

Year	FY 2009	FY 2010	FY 2011 (7 months)
Primary Care	$190,348	$113,054	$95,906
People Served	360	317	218
Pharmacy	$339,832	$249,565	$237,623
People Served	648	617	437

Note: People Served includes multiple services for each person, not single services for each person.

Potential Fund Division

Category	$2M Scenario	$1.3M Scenario
Primary Care	$750,000	$500,000
Pharmacy	750,000	500,000
Grants*	500,000	300,000

* Examples of current grants: Helping Hands, Meridian, Equal Access, Mobile Clinic, Wellness, Flumist.

Potential New People Served

Funding (each program)	Primary Care	Pharmacy	Total
$750,000	1,705	1,379	3,084
$500,000	1,136	919	2,055
Cost Per Person	$440	$544	

THE QUESTION:

What public health needs would be addressed with $2,000,000 in additional funding/year?

Alachua County Public Health

NEEDS:

ALACHUA COUNTY HEALTH DEPARTMENT

Proposal for BOCC Healthcare Trust Fund

Presentation Outline

- The question
- Public health needs
- Proposal
- Eligibility
- Enrollment
- Services
- Public health initiatives
- Financial advantages
- Reporting/performance measures
- Next steps

Proposal:

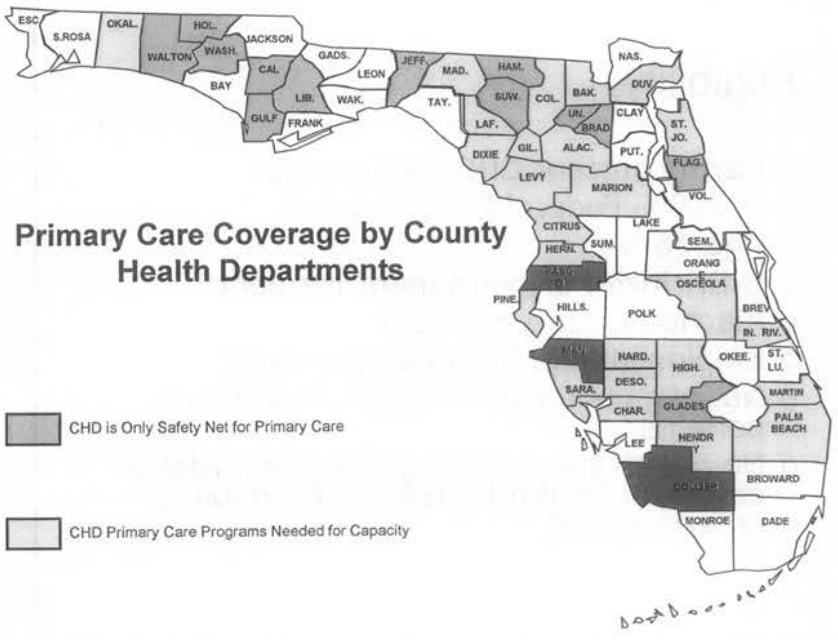
- Continuing healthcare to as many currently enrolled CHOICES clients as possible
- Augment existing primary care to the un-insured & underinsured in Alachua County
- Investing in community public health initiatives that provide a significant return on investment

Eligibility:

- Certify current CHOICES status:
- < 200% Federal Poverty Level
- Age 18-64
- U.S. citizen or permanent resident
- Alachua County resident
- Employed avg. 20 hours per week
- Not eligible for other public healthcare benefits
- No health care coverage or unaffordable employer health benefits (affordability criteria apply)

Alachua County Health Needs Assessment: March 2010

- ~45,000 Alachua County Residents lack health insurance
- Shortage of Primary Care physicians serving low-income population
- 40% of County Residents < 200% Federal Poverty Level



ENROLLMENT:

- Assess existing ~3,600 CHOICES clients for ACHD's Medical Home
- Contract with additional community safety net providers: A.C.O.R.N., Archer Clinic, Eastside and Family Practice

Safety Net CHOICES Providers

Alachua C.H.D.	693/3600=19.3%
Family Practice	558/3600=15.6%
Eastside Clinic	95/3600=2.6%
Acorn Clinic	85/3600=2.3%
Archer Clinic	43/3600=1.2%
Remainder to be addressed by ACHD	2126/3600=59%
Total	3600/3600=100%

6 Month Re-certification:

- Re-enroll under current criteria
- If status changes, ACHD and other contracted providers will carry client for additional 6 months regardless of payer source
- ACHD will facilitate other eligibility options

SERVICES

- **Alachua C.H.D.**
  - Ongoing primary care
  - Specialty Care
  - Pharmacy
  - Dental
  - Mental Health
  - Labs & radiology
  - Disease Management
- **CHOICES**
  - Ongoing primary care
  - Specialty Care
  - Pharmacy
  - Dental
  - Mental Health
  - Labs & radiology
  - Disease Management
  - Vision Care
  - Hearing

Public Health Initiatives Providing Returns on Investment

- Homeless-ER Avoidance & Diversion-56K
  - Equal Access Clinic
  - Helping Hands
- Flu Mist Program-80K
- UF Mobile Clinic-107K

- Total proposed funding = 243K
  - (At the $2 million funding level)

Financial advantages

- Funds will be spent on patient care
- ACHD and other providers will absorb administrative costs
  - Client eligibility determination
  - Network development
  - Payment for services
- Enrolled members will be guaranteed at least one year of continuous medical care

Funding Proposal

- Funds requested to be committed in 2 year increments:
  - Allow for adjustments for Affordable Care Act in 2014
  - Allows enough data to drive funding adjustments for BOCC priorities

Reporting Proposal

- Bi-annual Report:
  - Enrollment
  - Services provided
  - Client satisfaction surveys
  - Financial Summary

ACHD Proposal Benefits

- There is a movement away from State funded primary care through CHD's to local initiatives
- Access for client & family for communicable disease, immunization, family planning, and pediatric care in one med home
  - Ability to vertically integrate clients into available payer source categories in ACHD system
  - No additional administrative costs, ACHD maintains < 15% and will utilize existing infrastructure
  - Assessment of current CHOICES enrollment
  - Program for "working poor" can continue

Next Steps

- Feed back from BoCC on proposal
  - We want to contract with ACHD for this plan
  - Revise elements of proposal
  - Not interested

Next Steps (Go forward)

- Determine funding amount
- Obtain CHOICES data
  - To develop estimates for cost of services and enrollment size
  - Review health status of enrollees
- Meet with network providers
  - Discuss capacity
  - Develop benefit package

Time Frame: Months -7 to -4

- Develop details of plan
  - Enrollment size and distribution
  - Services limits
- Contract with BoCC

July-Sept

- Notify current providers
- Notify members of change
- Final plans for enrollment

Month -3 to 0

- Transfer completed

January 1, 2012

- Program can continue
- Similar in scope
- Public Health infrastructure supported

ALACHUA COUNTY HEALTH DEPARTMENT

Proposal for BOCC Healthcare Trust Fund

Presentation Outline

- The question
- Public health needs
- Proposal
- Eligibility
- Enrollment
- Services
- Public health initiatives
- Financial advantages
- Reporting/performance measures
- Next steps

THE QUESTION:

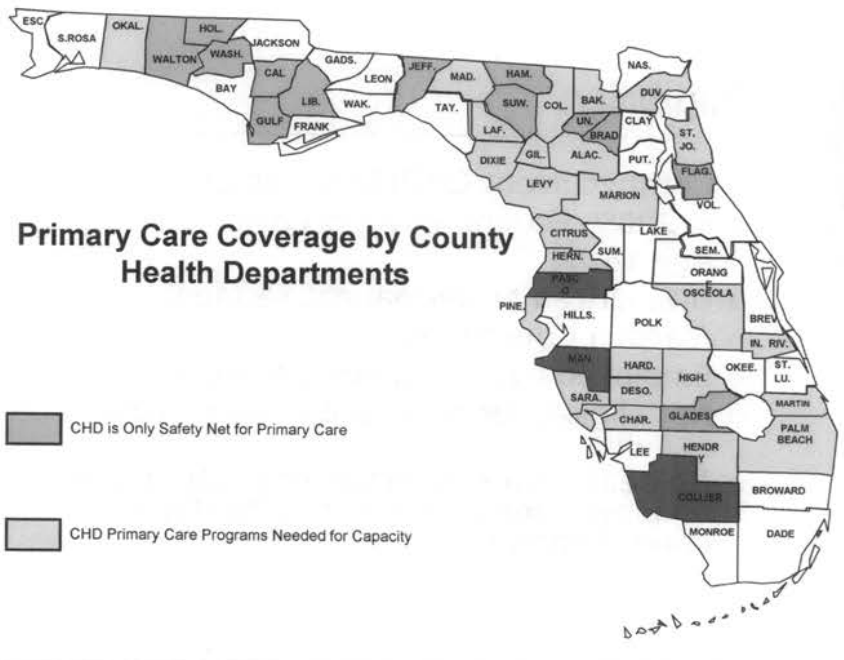
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Alachua County Public Health

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Proposal:

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Funding Proposal

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  - Program for "working poor" can continue

Next Steps

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  - Revise elements of proposal
  - Not interested

Next Steps (Go forward)

- Determine funding amount
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Time Frame: Months -7 to -4

- Develop details of plan
  - Enrollment size and distribution
  - Services limits
- Contract with BoCC

July-Sept

- Notify current providers
- Notify members of change
- Final plans for enrollment

Month -3 to 0

- Transfer completed

January 1, 2012

- Program can continue
- Similar in scope
- Public Health infrastructure supported

May 24, 2011 Regular BoCC Meeting
Agenda Item #8

Title
Presentation by Community Support Services & Health Department on Use of CHOICES Funds (Amended)

Amount
N/A

Description
Presentation: respond to the BoCC request asking how Community Support Services and the Alachua County Health Department would use earnings from a Trust containing the CHOICES Fund Balance.

Recommendation
Hear presentation and provide direction on use of CHOICES Fund Balance.

Alternative(s)
Do not hear presentation or give direction.

Requested By
Elmira K. Warren/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
N/A

Documents Requiring Action
N/A

Executive Summary
At the April 26, 2011 BoCC Meeting Community Support Services and the Alachua County Department of Health were asked to respond as to how they would expend up to $2M generated by a Trust containing the CHOICES Fund Balance. This presentation responds to that request

Background
The BoCC is currently considering the future of the CHOICES Program. The CHOICES staff and Advisory Board has recommended continuing the program through 2013 with benefits as they exist today. The Board is also considering placing the CHOICES Fund Balance in a Trust and expending only the earnings.

Issues
The issue under consideration is future use of existing CHOICES Fund Balance.

Fiscal Recommendation
Other than determining direction of the CHOICES Program and Fund Balance, this presentation does not involve the expenditure of funds but a presentation of how funds might be expended in the future.

Fiscal Alternative(s)
NA

Funding Sources
Indigent Healthcare Surtax.

Account Code(s)
010-2926-562.34-10

May 24, 2011 Regular BoCC Meeting
Agenda Item #9

Title
Presentation: Changes to CHOICES Surtax Use Plan to permit Santa Fe Students to be eligible(Amended) (Amended)

Amount
N/A

Description
Request Approval of the Change to CHOICES Surtax use Plan to permit Santa Fe Students to be eligible.

Recommendation
Approve the change to CHOICES Surtax Use Plan tp permit Santa Fe Students to be eligible

Alternative(s)
Do not approve change to CHOICES Surtax Use Plan

Requested By
Elmira K Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
Revised Surtax Use Plan; Revised Surtax Use Plan Redline version

Documents Requiring Action
Revised Surtax Use Plan

Executive Summary
At the April 26, 2011 BoCC Meeting the Board passed a motion to change the CHOICES Surtax Use Plan to allow Santa Fe students to be eligible for CHOICES membership if they met all other membership criteria. This change does that.

Background
Santa Fe College and Santa Fe students appeared before the BoCC on April 26, 2011 requesting a change to the CHOICES Surtax Use Plan to permit Santa Fe students to be eligible for CHOICES. The BoCC approved a motion to make that change.

Issues
Adds Santa Fe students to those eligible for CHOICES benefits.

Fiscal Recommendation
Additional members will increase potential benefit payouts. However, sufficient funds exist in the CHOICES Fund Balance to cover any such increase.

Fiscal Alternative(s)
None

Funding Sources
CHOICES Surtax Fund

Account Code(s)
010-2926-562.34-10

Attachment: CHOICES Surtax Use Plan Santa Fe.pdf
Attachment: CHOICES Surtax Use Plan Santa Fe Redline.pdf

CHOICES INDIGENT CARE SURTAX USE PLAN
EFFECTIVE May 25, 2011
Alachua County Department of Community Support Services
CHOICES Health Services Program
Community Health Offering Innovative Care and Educational Services

AUTHORITY: Alachua County Ordinance 08- 26 Chapter 39.10. Indigent Care Surtax

PURPOSE: Florida Statute allows Counties to levy an indigent care tax for the provision of healthcare services. The statute is as follows:

Florida Statute212.055(7) Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—(c) The ordinance adopted by the governing body providing for the imposition of the surtax must set forth a plan for providing health care services to qualified residents, as defined in paragraph (d). The plan and subsequent amendments to it shall fund a broad range of health care services for indigent persons and the medically poor, including, but not limited to, primary care and preventive care, as well as hospital care. It shall emphasize a continuity of care in the most cost-effective setting, taking into consideration a high quality of care and geographic access. Where consistent with these objectives, it shall include, without limitation, services rendered by physicians, clinics, community hospitals, mental health centers, and alternative delivery sites, as well as at least one regional referral hospital where appropriate. It shall provide that agreements negotiated between the county and providers shall include reimbursement methodologies that take into account the cost of services rendered to eligible patients, recognize hospitals that render a disproportionate share of indigent care, provide other incentives to promote the delivery of charity care, and require cost containment, including, but not limited to, case management. The plan must also include innovative health care programs that provide cost-effective alternatives to traditional methods of service delivery and funding.

(d) For the purpose of this subsection, "qualified residents" means residents of the authorizing county who are:

1. Qualified as indigent persons as certified by the authorizing county;

2. Certified by the authorizing county as meeting the definition of the medically poor, defined as persons having insufficient income, resources, and assets to provide the needed medical care without using resources required to meet basic needs for shelter, food, clothing, and personal expenses; not being eligible for any other state or federal program or having medical needs that are not covered by any such programs; or having insufficient third-party insurance coverage. In all cases, the authorizing county shall serve as the payor of last resort;
or

3. Participating in innovative, cost-effective programs approved by the authorizing county;

(e) Moneys collected pursuant to this subsection remain the property of the state and shall be distributed by the Department of Revenue on a regular and periodic basis to the clerk of the circuit court as ex officio custodian of the funds of the authorizing county. The clerk of the circuit court shall:

1. Maintain the moneys in an indigent health care trust fund.
2. Invest any funds held on deposit in the trust fund pursuant to general law,

3. Disburse the funds, including any interest earned, to any provider of health care services,
as provided in paragraphs (c) and (d), upon directive from the authorizing county.

(f) Notwithstanding any other provision of this section, a county may not levy local option sales surtaxes authorized in this subsection and subsections (2) and (3) in excess of a combined rate of 1 percent or, if a publicly supported medical school is located in the county, in excess of a combined rate of 1.5 percent.

Sec. 39.10.04. Effective date and duration of surtax.
The surtax levied in section 39.10.02 shall take effect as of January 1, 2005, and shall continue for a period of seven years from that date, and will terminate on December 31, 2011.

The CHOICES Indigent Care Surtax Use Plan shall become effective October 1, 2008 and shall be reviewed by the Board of County Commissioners no less than annually.

This is the first amendment to the Surtax Use Plan which shall become effective November 1, 2009.

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Federal Poverty Level Guidelines: Federal Guidelines issued annually by the Department of Health and Human Services which outlines income-based poverty calculations.

Innovative Programs: Programs which apply new, radical or substantially different processes or service delivery models to increase positive and improved outcomes. This includes disease management and health education and wellness programs.

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Current funding includes:

Safety Net Providers

- Helping Hands Clinic, Inc: Volunteer Physicians, Nurse Practitioners, Registered Nurses, Social Workers and non-clinical community volunteers offer medical evaluations and treatment, psychiatric assessment and medication management and psychosocial support and referral to homeless and poor individuals. Clinic services are reserved for those individuals who lack health insurance coverage or means to purchase care. The target population remains homeless individuals; however local poor residents also receive care.
  Current Grant Funding: $36,000 Annually

- Equal Access Clinic: University of Florida educational training program clinic which provides medical and dental care to indigent Alachua County residents by medical residents and faculty.
  Current Grant Funding: $20,000 Annually

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- CHOICES Disease Management Program
  Vendor: US Care Management
  Current Budget: $1,000,000 Annually
  $37.07 per member per month

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  Vendor: Alachua County Health Department
  Current Budget: $500,000 Annually

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  Vendor: The University of Florida Board of Trustees for the benefit of the College of Medicine, University of Florida.
  Current Grant: $107,000.

- Alachua County Department of Health- FluMist Program
  Vendor: Alachua County Department of Health
  Current Grant: $80,000

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- **Age:** 18 to 64 years of age. Seniors age 65 and older may be eligible for dental services.

- **Income:** Family income that does not exceed 200% of the Federal Poverty Level Guidelines. Family income includes all income as reported on the most recent Federal Tax Return on which the applicant was claimed as a dependent or

exemption.

- **Employment:** Employment of 20 hours or more each week. There is no employment requirement for participants age 65 or older; however, income guidelines and other established criteria must be met.

- **Health Insurance:** No access to affordable health insurance coverage as follows:

    - Employer does not offer health coverage
    - Ineligible for employer health coverage
    - Cannot afford employer health insurance coverage based upon established 3% *Affordability Criteria:* Cost for individual premium is 3% or more of gross income.

- Individuals ineligible for CHOICES Program:
    - Participants or those eligible to participate in government sponsored health insurance programs such as Medicaid (except Shared Cost Medicaid), Medicare or Veteran's Health Benefits are ineligible for health services.
    - Students enrolled in institutions with Student Health Care Centers; provided however, students enrolled at Santa Fe College may participate if they meet the eligibility requirements contained herein.
    - Students eligible to purchase health insurance offered through any school they attend.

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The plan for providing a broad range of health care services to qualified Alachua County residents who are indigent, medically poor, or participating in innovative, cost-effective programs approved by the County may include the following components:

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The Board of County Commissioners authorizes covered healthcare services. Currently, CHOICES covers Ambulatory and Outpatient Services. The program provides the primary and preventive care services of a primary care physician or healthcare provider,

medically necessary specialist services, dental care, disease management, and prescription assistance.

The Summary of Services and Benefits is attached and provides general program information and an overview of covered services and plan exclusions.

CHOICES INDIGENT CARE SURTAX USE PLAN
EFFECTIVE ~~August 10, 2010~~ May 25, 2011

Alachua County Department of Community Support Services
CHOICES Health Services Program
Community Health Offering Innovative Care and Educational Services

AUTHORITY: Alachua County Ordinance 08- 26 Chapter 39.10. Indigent Care Surtax

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May 24, 2011 Regular BoCC Meeting
Agenda Item #10

Title
2011 Hurricane Season Briefing from County Emergency Management (Amended)

Amount
N/A

Description
Presentation of 2011 Hurricane Season Briefing

Recommendation
Receive the presentation of the 2011 Hurricane Season Briefing

Alternative(s)
Do not hear the presentation and direct staff

Requested By
Dave Donnelly 264-6510

Originating Department
Public Safety

Attachment(s) Description
Presentation Slides and Alachua County Emergency Operations Center Guide for Elected Officials

Documents Requiring Action
none

Executive Summary
The Emergency Management Section of the County's Department of Public Safety is charged with creating the framework within which communities reduce vulnerability and cope with disasters. Within this framework, Elected Officials have a role as policy makers, setting the direction for staff to implement. Hurricane Season begins June 1st and Emergency Management staff will be briefing the Commission on their role as elected Officials and on County Hurricane Operations in the context of the four phases of emergency management: preparedness, mitigation, response and recovery. Additionally, staff will address the upcoming hurricane season forecasts and what Alachua County may expect this hurricane season.

Background
I has been one hundred and fifteen years since Alachua County was struck by a Category Three hurricane (No Name Storm, September 29, 1896). The Atlantic Basin Hurricane Season starts June 1st and concludes November 30th. Forecasters are warning of an above average season, with an average year consisting of ten named storms, six hurricanes, two of which reach Category Three or catastrophic strength. At the recent National Hurricane Conference in Atlanta, Georgia, the Federal Emergency Management Agency Administrator Craig Fugate stressed how important it is for elected officials to learn their roles in hurricanes and other disasters. Since o one can accurately predict what the hurricane season may bring, our community and our leaders need to prepare for that one storm that may come to Alachua County.

Issues

It is critical that Elected Officials understand their role during a disaster.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 2011 hurricane season briefing BoCC.pdf
Attachment: The EOC for Elected Officials April 2011.pdf

11A

The Alachua County Emergency Operations Center Elected Officials' Guide

April 2011

Alachua County Public Safety
Emergency Management
PO Box 548 Gainesville, FL 32602
352.264.6500 | 352.264.6565 (fax)
www.alachuacounty.us/em | acem@alachuacounty.us

Mission Statement

Guiding our Community through Disaster.

Emergency Operations Center

The Alachua County Emergency Operations Center or EOC is a Multi-Agency Coordination Center that provides resource management, incident support and executive decision-making for managing disaster response and recovery activities. This facility houses the "Voice of Government" during a disaster. The Emergency Management Section of County Public Safety is the custodial agency for the County's Emergency Operations Center.

Features of the Center

The Alachua County Combined Communications and Emergency Operations Center opened in January, 2001 at a total construction cost of $4,600,800.00. The exterior envelope is designed to withstand 150 mph sustained winds. The EOC is 1,585 square feet with adjacent offices, conference and media rooms. A 1000 Kilowatt generator can power the whole facility if commercial energy is lost and a 125 Kilowatt generator powers critical systems if the main generator fails. Both are within the envelope of the building. Additionally, there is secondary potable water well located on site should commercial water be interrupted.

Phases of a Disaster

There are four phases to any disaster: mitigation, preparedness, response and recovery.

Mitigation in its simplest form is 'an ounce of prevention is worth a pound of cure'. This phase is where actions are taken to prevent a disaster, reduce the chance of a disaster happening or reduce the damaging effects of unavoidable disasters.

Preparedness is the phase where plans are created, training is completed and exercises are conducted before a disaster to save lives and to help response and rescue operations.

Response is that period of hyper activity to protect lives, property and environment as well as stabilize the incident.

Recovery is the clean up after an emergency in which people return to their homes, businesses re-open and the community begins to return to normal. Depending on the scope of the incident, this phase may be relatively short or very long. Activities in this phase include damage assessment, debris management and disaster housing.

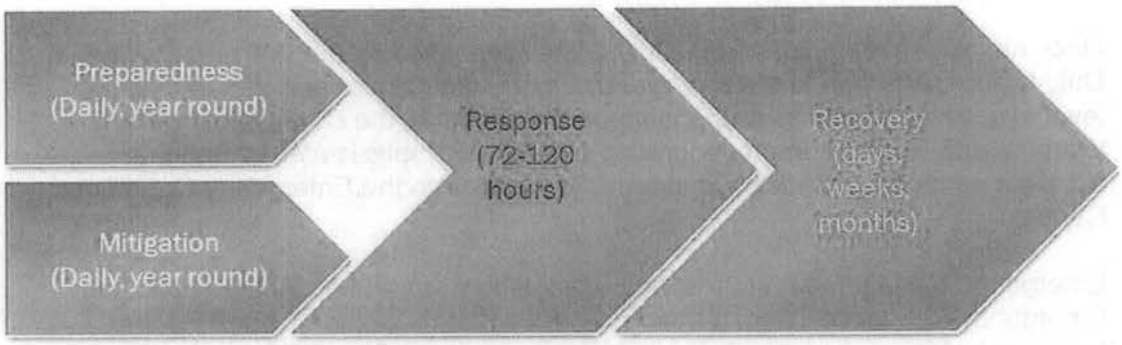


Figure 1. The Phases and Timeframes of a Disaster

Emergency Management Duty Officer

When an emergency is developing, the first point of communications is typically the Alachua County Combined Communications Center. For this reason, it serves as the County's Warning Point. As such, this Communications Center is the reporting point for hazardous materials spills, severe weather and other incidents. Depending on the severity of the emergency, the Center will alert key staff and agencies as well as disseminate emergency information. Additionally, they interact with the State Watch Office if the incident meets the reporting requirements. The State Watch Office is housed in Tallahassee at the State EOC and is staffed by the Division of Emergency Management. This is the initial contact point for the State Emergency Operations Center.

The purpose of the Emergency Management Duty Officer program is to provide a single point of contact for both public and private sector entities to call when technical assistance is needed and/or to assure response to incidents where Emergency Management assistance is required.

Each Emergency Management staff rotates through the Duty Officer position on a weekly basis. The Duty Officer is the 'go to' person for any Incident Commander and the Combined Communications Center.

Prior to EOC activations, the Warning Point serves as the single point of contact for gathering, conveying and documenting information on emergencies. Once the EOC has been activated, the critical information gathered by the Communications Center will continue to be used.

Warning and Notification

Once an incident begins and the Duty Officer is notified by the Warning Point, the Duty Officer responds to the Emergency Operations Center and determines the level of activation needed. Depending on the situation, the Duty Officer will follow Warning and Notification procedures to ensure the Public is alerted and that requisite agencies are informed in order to mobilize to the Emergency Operations Center.

Emergency Management utilizes various tools to warn and notify the public and Emergency Response Team partners. These systems include CodeRED, the Emergency Management website and social networks. CodeRED is a high speed notification system that is capable of sending texts, emails and voice messages. The social networks used by Emergency Management are Twitter and Facebook. Depending on the speed of onset of an emergency, different tools will be used in combination to ensure the message gets out.

Time In	Emergency Notification System To Be Used
	Emergency Management homepage/ CodeRED Emails/ Social Networks/ Community 12 Cable TV / Media Advisories/ Rumor Control / 311 Emergency Management homepage/ CodeRED Emails & Texts / Social Networks / Emergency Alert System/ NOAA Weather Radio / Rumor Control / 311 CodeRED Phone Call & Texts / Emergency Alert System/ NOAA Weather Radio / Social Networks

Figure 2. Notification Systems used by Timeframe

Communications

Due to the unpredictable nature of disasters, the Emergency Operations Center maintains several complementary communications systems. These systems include:

- Satellite based communications

  - National Warning System (NAWAS)
  - State ESATCOM and EMNet system
  - Handheld and mobile satellite telephones
  - Tracstar mobile Local Area Network, telephone package

- Videoconferencing

- Radio

  - Countywide Public Safety Radio System (800 MHz)
  - VHF/UHF
  - amateur High Frequency (HF) radio

Declaring a Local State of Emergency (LSE)

Alachua County Code Chapter 27 – **Emergencies** – designates the process for the County leadership to declare a Local State of Emergency (LSE). The Chair of the Board of County Commissioners, the vice-chair in their absence, or the county manager, or designee, in the absence of the chair and vice-chair may declare a Local State of Emergency whenever such person shall determine that a natural or manmade disaster or emergency has occurred, or that the occurrence or threat of one is imminent and requires immediate and expeditious action. A Local State of Emergency can exist up to seven days. Thereafter, it needs to be extended in seven day increments or it terminates automatically.

Some emergencies may occur rapidly and the need to activate may preclude a formal declaration. In such cases, the Public Safety Director may, in the best interest of public safety, activate the EOC in accordance with Sections 27.05 and 21.56.b of County Code.

Factors to consider when declaring a LSE are: scope and magnitude of incident; impact of the damage and loss; and the ability of the local jurisdiction to respond.

Once a declaration is in place, it allows the following actions to be taken:

- Mobilization of resources.
- Activation of the Comprehensive Emergency Management Plan.
- Implementation of protective measures including: evacuations, emergency shelters, shelter-in-place orders, alerts and warning.
- Initiation of mutual-aid agreements.
- Suspension of statutes.
- Authorization of emergency funds.

A declaration is also the initial step when requesting assistance from the State and Federal governments and to qualify for possible reimbursement from the Federal government.

State Declaration of Emergency

The Governor may declare a State of Emergency when:

- The Governor receives notification of a state of emergency from a jurisdiction.
- An assessment is made of damage or potential for damage.
- A declaration may cover specific geographic areas of the State or the entire State.
- A State declaration is usually made through an Executive Order.
- An Executive Order includes the type of emergency, where it occurred and the authority by which it is made.

A State declaration allows for:

- Activation of the State's Comprehensive Emergency Management Plan.
- The authority to mobilize and deploy resources or any other provision of law relating to emergencies.

Presidential Declaration of Emergency

The Governor may request a Federal Disaster Declaration, which is formally submitted to the regional Federal Emergency Management Agency (FEMA) office. When deciding to recommend a Federal disaster declaration to the President, FEMA will consider the following:

- Number of homes destroyed or with major damage.
- Extent to which damage is dispersed or concentrated.
- Impact on infrastructure or critical facilities.
- Imminent threats to public health and safety.
- Impacts to essential government services and functions.
- Level of insurance coverage in place for homeowners and public facilities.
- Assistance available from other sources.
- State and local resource commitments from previous declared and undeclared incidents.
- Frequency of disaster events over recent time period.

Levels of Activation

The Emergency Operations Center activates to support local emergency operations. However, the EOC may activate at the request of the State.

Activation is accomplished in stages to facilitate response and recovery. There are three levels of activation that are tied to the size of an incident:

- **Level III – Monitoring** – Level III is typically a monitoring phase. Notification will be made to those agencies and Emergency Support Functions (ESFs) that would need to act as part of their everyday responsibilities. The County EOC will be staffed by Emergency Management personnel.

- **Level II – Partial Activation** – This is a limited agency activation. All core Emergency Support Functions (ESFs) are notified. Emergency Management and the necessary ESFs will staff the County EOC.

  The core Emergency Support Functions are:

  - Communications (ESF 2)
  - Public Works (ESF 3)
  - Firefighting (ESF 4)
  - Information and Planning (ESF 5)
  - Mass Care (ESF 6)
  - Health and Medical (ESF 8)
  - Public Information (ESF 14)
  - Law Enforcement (ESF 16)

- **Level I – Full Activation** – Level I is a full-scale activation with 24 hour staffing of the County EOC. All primary and support agencies under the County plan are notified.

Depending on the scope of the event, the Alachua County Emergency Operations Center (EOC) will activate to one of the following:

Incident Type	EOC Activation Level
Type 5	Level III – Monitoring
Type 4	
Type 3	Level II – Partial
Type 2	Level I – Full
Type 1	

Figure 3. EOC Activation Levels by Type of Incident

The Emergency Response Team (ERT)

When the Emergency Operations Center is activated, it is staffed by the Multi-Agency Coordination Entity known as the Emergency Response Team or ERT. This team is comprised of Emergency Support Functions (ESFs) that enable rapid and efficient response and recovery operations. Each function may have several support agencies to assist in their mission. There are eighteen functions, delineated below with their lead agencies:

Emergency Support Function	Number	Lead Agency
Transportation	1	Regional Transit System
Communications	2	Alachua County Public Safety – E911
Public Works	3	Alachua County Public Works
Firefighting	4	Alachua County Public Safety
Planning and Information	5	Alachua County Public Safety – Emergency Management
Mass Care	6	Alachua County Community Support Services
Resource Support	7	Alachua County Administrative Services
Health and Medical	8	Alachua County Public Health
Search and Rescue	9	Alachua County Public Safety
Hazardous Materials and Environmental Protection	10	Alachua County Environmental Protection
Food and Water	11	Alachua County Public Safety
Utilities	12	Alachua County Public Works
Military Support	13	Alachua County Public Safety – Emergency Management
Public Information	14	Alachua County Communications Coordinator
Volunteers and Donations	15	Alachua County Community Support Services
Law Enforcement	16	Alachua County Sheriff's Office
Animal Protection and Agriculture	17	Alachua County Public Works Animal Services Alachua County Cooperative Extension
Business, Industry and Economic Redevelopment	18	Gainesville Area Chamber of Commerce

In the Emergency Operations Center, the Support Functions are organized into Branches of like disciplines:

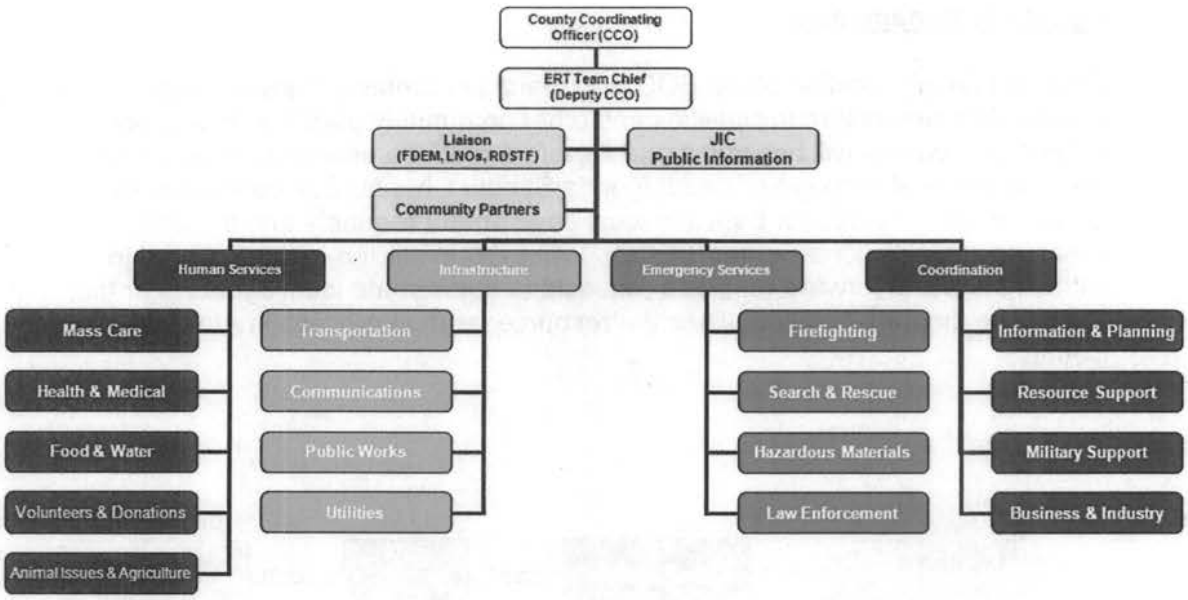


Figure 4. EOC Branches and Emergency Support Functions

The Public Safety Director acts as the County Coordinating Officer (CCO) overseeing the operations as well as communicating with Elected Officials and other agencies. The Emergency Management Director serves as the Deputy Coordinating Officer (DCO), supervising the information and resource management process.

In addition to the Emergency Support Functions, Community Partners are part of the ERT and coordinate with the EOC from their own incident facilities. The Community Partners are the municipalities, the educational facilities and the Elected Officials of Alachua County.

Situational Awareness

Situational Awareness is the perception of elements in the environment within the volume of time and space, the comprehension of their meaning and the projection of their status in the near future. In other words, knowing what is going on so you can figure out what to do. Determining and communicating Situational Awareness, or a Common Operating Picture, is one of the primary functions of the Emergency Operations Center. This is achieved in part by utilizing WebEOC, a critical information management system. WebEOC allows users to see what is going on during an incident whether they are at the EOC, their office or at a command post. The EOC staff must know which areas of the community have

been affected the most in order to ensure the appropriate number of resources are committed to resolving the issue.

Resource Management

Another primary function of the EOC is to manage resource requests from County departments, municipalities and other community partners. In a major disaster, resources will be limited and therefore must be prioritized to reach the areas of greatest damage or need. Florida Statute Chapter 252 delineates the County as the coordinator between local government requests and the State Emergency Operations Center (SEOC). WebEOC is utilized in this process to initiate, track and forward resource requests to appropriate local agencies or the State. The diagram below outlines the resource request process in Alachua County:

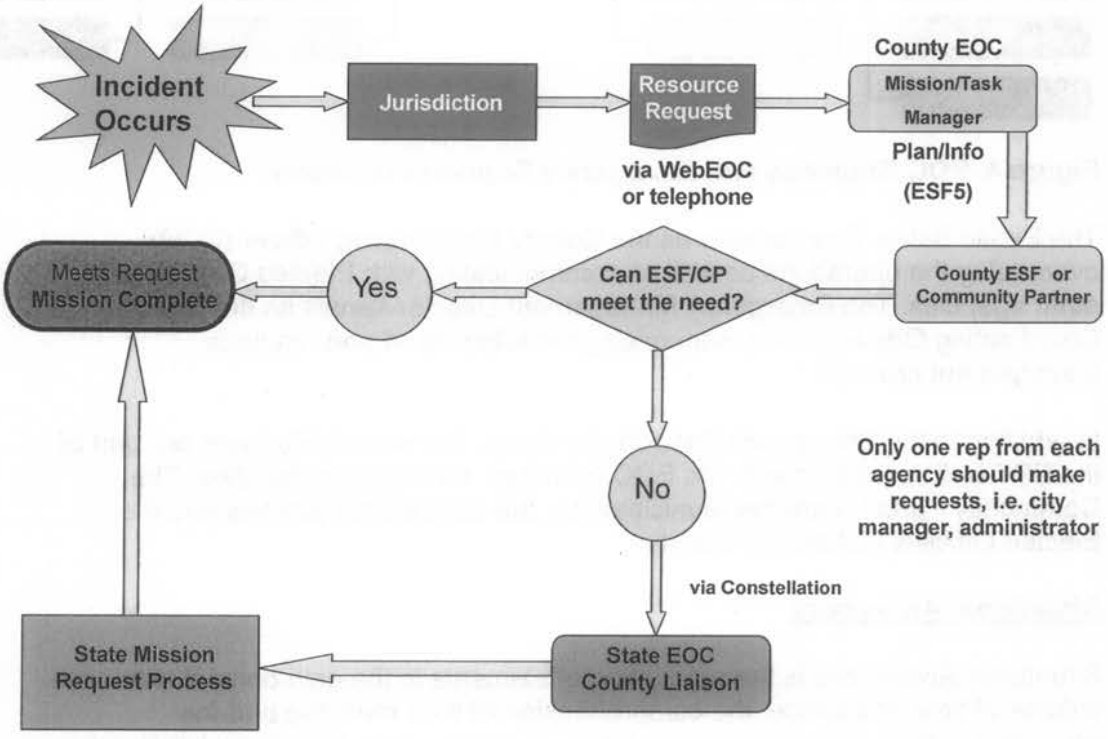


Figure 5. Resource Request Process in Alachua County

Decision Making Tools

The Emergency Operations Center has various Decision Making Tools to assist during a developing situation. The tools can be divided into two main categories: Weather and Hazardous Materials.

The Weather related tools consist of the following systems:

- **Baron's Mobile Threat Net** – Baron's Threat Net is an easy to use weather analysis system dedicated for use wherever weather or other hazards affect lives, property or business operations. With this system, the EOC is able to view NEXRAD composite radar data with resolution as high as one kilometer. The mobile capability allows the Duty Officer to view radar after hours or to place a real time radar capability at an incident command post.

- **WeatherBug** – Alachua County has a developed a network of WeatherBug weather stations. These stations are located around the County at Department of Public Safety facilities and provide first responders localized real time weather data that is crucial to hazardous materials and wildfire responses. Additionally, the public can access the same data via the Internet.

- **Hurrevac** – Hurrevac (short for Hurricane Evacuation) is a storm tracking and decision assistance computer software tool. The program combines live feeds of tropical cyclone forecast information with data from various state Hurricane Evacuation Studies to assist the local emergency manager in determining the most prudent evacuation decision time and the potential for significant storm effects such as wind and storm surge.

- **Emergency Managers Weather Information Network** – The Emergency Managers Weather Information Network (EMWIN) is a service that allows users to obtain weather forecasts, warnings, and other information directly from the National Weather Service (NWS) in almost real time. EMWIN is intended to be used primarily by emergency managers and public safety officials who need timely weather information to make critical decisions. Alachua County uses EMWIN to notify Emergency Management Staff and others of developing weather events.

The Hazardous Materials related tools consist of the following systems:

- **Computer Aided Management of Emergency Operations (CAMEO)** - CAMEO is a system of software applications used widely to plan for and respond to chemical emergencies. It is one of the tools developed to assist front-line chemical emergency planners and responders. CAMEO can be used to access, store, and evaluate information critical for

developing emergency plans. In addition, CAMEO supports regulatory compliance by helping users meet the chemical inventory reporting requirements of the Emergency Planning and Community Right-to-Know Act (EPCRA, also known as SARA Title III). The CAMEO system integrates a chemical database and a method to manage the data, an air dispersion model, and a mapping capability. All modules work interactively to share and display critical information in a timely fashion.

- **Areal Locations of Hazardous Atmospheres (ALOHA)** – ALOHA is a computer program for use in response to chemical releases, as well as for emergency planning and training. ALOHA models key hazards - toxicity, flammability, thermal radiation and explosive potential – related to chemical releases that result in toxic gas dispersions, fires or explosions. ALOHA creates a plume based on data entered and can be imported to GIS to create a map of populations at risk from exposure.

- **Operation Respond Emergency Information System (OREIS)** – OREIS is a software tool that provides on-scene fire, police and EMS responders with vital information for dealing with rescue, response and counter-terrorism operations on or around railroads and highways, including those involving hazardous materials. OREIS provides responders with real-time information about the chemical contents of railcars and trucks that have been involved in an incident, schematics for passenger railroads and a host of other life and timesaving features for emergency responders.

- **ePLan** - ePLan is a proven system that provides first responders and other emergency preparedness personnel with on-site hazardous chemical information for facilities around the U.S. ePLan's database contains fixed facility hazardous chemical information with an individual chemical search capability that can be used in transportation accidents. This database is the largest repository of its kind in the United States. It delivers the HAZMAT information anywhere that wired or wireless internet access is available. ePLan's database has GIS and Google mapping capabilities, providing detailed information when every second counts.

Role of the Elected Official

Your Role During Preparedness

1. *Are you ready?* Does your family have a disaster plan? If not go to: www.FloridaDisaster.org to create one

2. *Know the community's plan before the disaster occurs.* Work with your emergency management officials to learn the community's emergency

plan and take an active role in training and exercising the plan. You play like you practice.

3. *Know the National Incident Management System (NIMS) and the Incident Command System (ICS).* NIMS is a national, comprehensive approach to incident management that is applicable to all jurisdictions and across disciplines. ICS is a widely applicable management system designed to enable effective and efficient incident management. It integrates a combination of facilities, equipment, personnel, procedures and communications within a common organizational structure. FEMA recommends that elected officials take **IS-700 National Incident Management System: An Introduction** and **IS-100 An Introduction to the Incident Command System**. These courses are available at http://training.fema.gov/IS/NIMS.aps

Your Role During Mitigation

1. Understand the economic importance of mitigation. Mitigation creates safer communities by reducing loss of life and property damage. A recent study shows that every dollar spent on mitigation save an average of four dollars in response and recovery.

2. Know what kinds of mitigation programs your community may be eligible for. All proposed projects must be coordinated with the Local Mitigation Strategy (LMS) for funding consideration. The LMS is the community's plan for identifying, reducing or eliminating hazards that cause damages to property and the environment.

Your Role During Response

1. *Know the order of Priorities*

    a. Life Safety
    b. Protection of Property and Environment
    c. Incident Stabilization

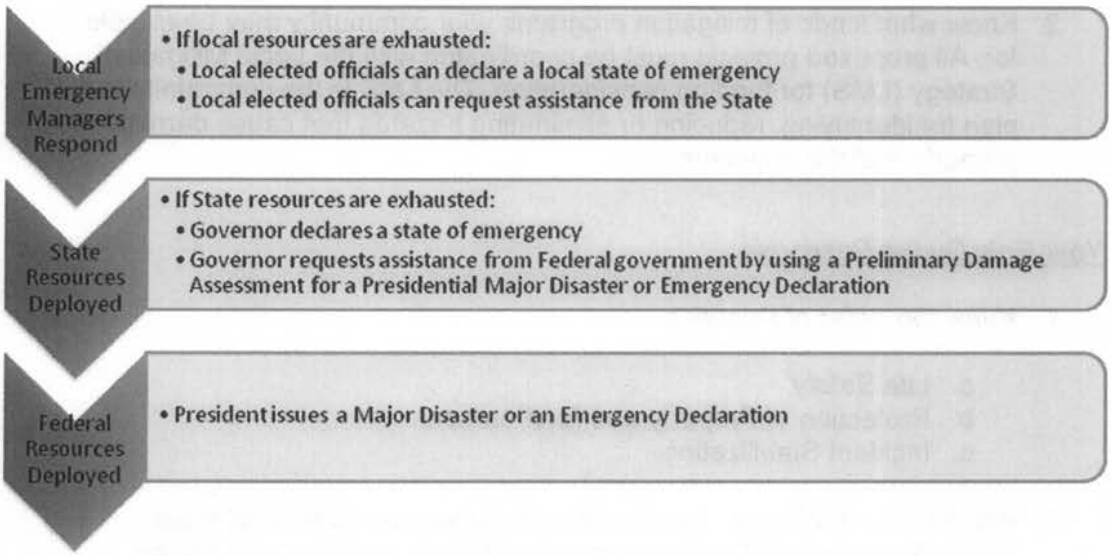
2. *Know who's in charge* – local political subdivisions (Counties) have statutorily designated authority to request State assistance or invoke mutual-aid assistance by declaring a Local State of Emergency. Under an LSE, the local elected leadership is in charge. Under a State Declaration of Emergency, the Governor is in Charge.

3. *Know your powers and limitations* - learn who in your jurisdiction has the power to declare a Local State of Emergency. Based on Florida Statute,

the duration of each LSE is limited to seven days; it may be extended, as necessary, in seven-day increments. Further, the political subdivision has the power to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
b. Entering into contracts.
c. Incurring obligations.
d. Employment of permanent and temporary workers.
e. Utilization of volunteer workers.
f. Rental of equipment.
g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
h. Appropriation and expenditures of public funds.

4. *Understand the possibility for financial liability* – our community may not be reimbursed for all purchases following a declared disaster. In some cases, the County may be liable up to 25% cost-share for eligible and approved purchases. Keep in mind that our jurisdiction could be fully responsible for all purchases made during a response to a disaster.



Your Role in Recovery

1. Know the process for estimating the damage our community has sustained following a disaster.

2. Know the difference between a Local State of Emergency, a State Disaster Declaration and a Presidential Disaster Declaration.

3. Know the types of assistance available to our community and the thresholds our community and the State must meet to be eligible for Federal disaster assistance. Eligibility for disaster assistance begins on the date of the occurrence of the incident that results in a major disaster declaration. Reasonable public assistance expenses incurred in anticipation of and immediately preceding the disaster may also be eligible for Federal assistance. There are two main types of disaster assistance: Assistance to Individuals and Households Program (IHP) and Public Assistance (PA). IHP is for families and households and is managed through Disaster Recovery Centers (DRCs). Public Assistance assists State and local governments with costs associated with debris management, protective measures and infrastructure restoration. These activities are coordinated through the EOC.

Do's and Don'ts

- **DO** visit our local Emergency Operations Center and meet your county emergency management staff.

- **DON'T** assume a disaster automatically means our community will be eligible for assistance from FEMA.

- **DO** remember that emergency preparedness is a civic responsibility but managing constituent expectations is your responsibility.

- **DON'T** wait until a disaster strikes to learn your role. Take advantage of our County's training and exercise program to practice before a disaster occurs.

Selected Links

Alachua County Emergency Management

http://alachuacounty.us/Depts/PublicSafety/em/Pages/EmergencyManagement.aspx

Alachua County EOC Activation Page

http://www.alachuacounty.us/Depts/PublicSafety/em/Pages/CurrentActivation.aspx

Alachua County StormWatch Page

http://www.alachuacounty.us/Depts/PublicSafety/em/weatherTools/Pages/StormWatch.aspx

Alachua County WeatherBugs

http://alachuacounty.us/Depts/PublicSafety/em/Pages/CurrentWeatherInAlachuaCounty.aspx

Twitter – Alachua_Co_EM

http://twitter.com/Alachua_Co_EM

Facebook – Alachua County Emergency Management

http://www.facebook.com/pages/Gainesville-FL/Alachua-County-Emergency-Management/20496426703

Alachua County WebEOC

On County Network: http://eocweb/eoc7/

Off County Network: http://eocweb.alachua.fl.us/eoc7/

Alachua County Emergency Management SharePoint

http://govteams/sites/dops/emergency/default.aspx

Florida Division of Emergency Management

www.floridadisaster.org

Federal Emergency Management Agency

www.fema.gov

Alachua County Department of Public Safety
Emergency Management Section

2011 HURRICANE SEASON BRIEFING

Outline

- Role of the Elected Official
- County Hurricane Operations
- Hurricane Season Forecasts

Phases of a Disaster



Preparedness

- Prepare your family/business
- Be Informed
  - Weather Alert Radio, Twitter, Facebook
- Be Involved
  - Community Emergency Response Team
- Get a Plan
  - Know what to do
- Get a Kit
  - 5 days food, water, medications, supplies

Preparedness continued

- Know the Community Plan
  - Comprehensive Emergency Management Plan (CEMP)
  - Continuity of Government (COG)
  - Continuity of Operations (COOP)
  - Local Mitigation Strategy (LMS)
  - Post Disaster Redevelopment Plan (PDRP)

Preparedness continued

- Know the National Incident Management System (NIMS)
- IS 100 – Introduction to the Incident Command System
- IS 700 – NIMS: An Introduction

- http://training.fema.gov/IS/crslist.asp

Mitigation

- Economic importance of mitigation
  - For every dollar spent on mitigation, four are saved in response/recovery
- Know the kinds of mitigation programs
  - Pre-Disaster Mitigation
  - Flood Mitigation Assistance
  - Hazard Mitigation Grant Program
  - Residential Construction Mitigation Program

Response

- Know the Priorities
  - Life Safety
  - Infrastructure Protection
  - Protection of property/environment
- Know who's in charge
  - Local – Chair, Commission
  - State – Governor

Response continued

- Know your powers and limitations
  - Chair declares Local State of Emergency
  - Good for seven day increments
  - Waive procedures and formalities
- Understand the financial liabilities
  - Without a presidential declaration, reimbursement is unlikely

Recovery

- Know Damage Assessment procedures
- Know difference between local, state and Presidential declarations
- Know the types of assistance available

County Hurricane Operations

- Pre-Season (Preparedness/Mitigation)
- Pre-Storm (Response)
- Post-Storm (Resovery)

Pre-Season (Preparedness)

- Planning
- Training
- Exercises
  - Statewide Hurricane Exercise
- Outreach
  - Public
  - Partner Agencies
- Inventory
- Systems Checks

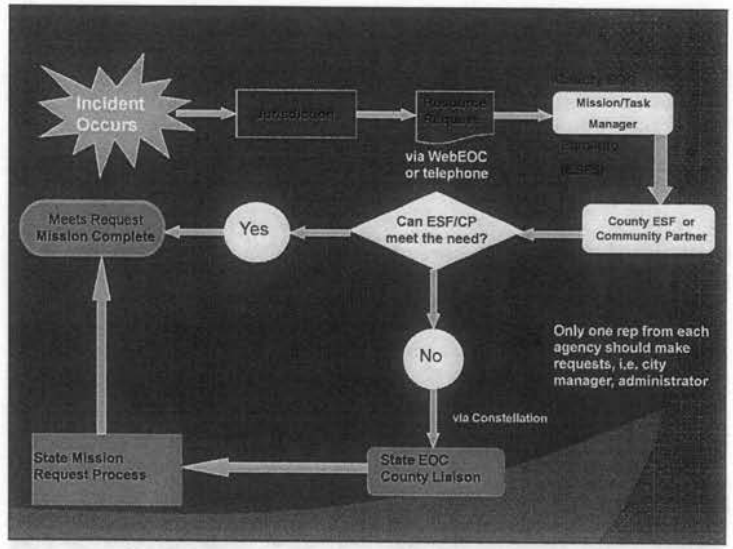
Pre-Storm (Response)

- 72 hours before Tropical Storm Winds
  - Emergency Operations Center @ Level III activation
  - Brief Partner Agencies
  - Place personnel, facilities on standby
  - Conference calls with State, Region
  - Coordination & Support Plan
  - WebEOC

Pre-Storm (Response)

- 48 hours before Tropical Storm Winds
  - Level II activation – partial
  - Briefings, conference calls
  - Begin Resource Tracking
  - Shelter partners meeting
  - Verify County Staging Area and Points of Distribution readiness

Resource Request Process



Shelters

- Hurricane (Risk) vs. Non-Risk
- General Population vs. Special Needs

Special Needs Shelters

- Rawlings ES – Gainesville
- Westwood MS – Gainesville
- Buchholz HS – Gainesville
- Alachua ES - Alachua

General Population

- Talbot Elementary – Gainesville
- Williams Elementary – Gainesville
- Shell Elementary – Hawthorne
- Archer Community – Archer
- Eastside High – Gainesville
- Kanapaha Middle – Gainesville
- Oakview Middle – Newberry
- Waldo Community – Waldo
- High Springs Community – High Springs

Points of Distribution

- Disbursement of critical supplies
  - Food
  - Water
  - Ice
  - Tarps
  - Baby formula, diapers

Points of Distribution

- Alachua County
  - G-Tech
  - Westside Baptist Church
- Mobile Distribution
  - Unincorporated Rural Clusters

Pre-Storm (Response)

- 36 hours before Tropical Storm winds
  - Level II
  - Coordination & Support Plan
  - Briefings, conference calls
  - Initiate calls to Special Needs Clients
  - Amateur Radio operators on stand by
  - Shelters, PODs, Staging Areas on stand by
  - Government Closings

Pre-Storm (Response)

- 24 hours before Tropical Storm Winds
  - EOC goes to Level I Activation – full
  - Declare Local State of Emergency
  - Activate Rumor Control/3-1-1
  - Initiate government closings, evacuations
  - Open Shelters, transport Special Needs Clients
  - Place 72 hour order with State

Pre-Storm (Response)

- 12 hours, 0 hours
  - Finalize preparations
  - Begin discussing post-storm issues

Post Storm (Recovery)

- 0-23 hours after cessation of winds
  - Life Safety
  - Damage Assessment
  - Human Needs Assessment
    - PODs, Staging Area
  - Emergency debris removal
  - Traffic Control/Security Checkpoints
  - Curfew Declaration

Post Storm (Recovery)

- 24 to 96 hours
  - Request Preliminary Damage Assessment
  - Disaster Recovery Centers
  - Volunteer Reception Center
  - Continue Debris Management
  - Restoration of infrastructure

Declaration Process

- Local State of Emergency
- State Declaration of Emergency
- Presidential Declaration of Emergency
  - Emergency
  - Major Disaster
  - Pre-Disaster (Pre-Storm)
- Small Business Administration
- Department of Agriculture

Federal Assistance

- Individual and Households
- Public Assistance

Individuals and Households Program (IHP)

- Presidential Declaration
- Teleregistration
- Disaster Recovery Centers (DRCs)
  - Essential Services Centers (ESCs) Florida
- Temporary Housing
- Repairs
- Replacement
- Other

Public Assistance (PA)

- FEMA grants awards to state/local governments for:
  - Debris removal
  - Emergency protective actions
  - Permanent restoration of public infrastructure
  - Hazard Mitigation Grant Program
  - Thresholds (per capita State/County)
    - $3.27/State - $1.30/county

Long Term Recovery

- Post Disaster Redevelopment Plan
  - Economic Redevelopment
  - Government Operations
  - Historic Preservation/ Environment
  - Housing
  - Infrastructure
  - Health/Social Services
  - Land Use

Hurricane Season Forecasts

- "Average Year"
  - 10-6-2
- Colorado State (Dr. William Gray)
  - 16-9-5
- NOAA
- WeatherBug
- AccuWeather
  - 15-8-3

Weighing Predictions

- The Most Intense Storm
  - Labor Day Hurricane - 1935
- The Deadliest Storm
  - The Galveston Hurricane - 1900
- The Costliest Storm
  - Hurricane Andrew – 1992*

All occurred during below average years

Storm of 1896



May 5 & 6, 2001 PIONEER DAYS • The High Springs Herald Page 7

Early storm nearly destroys young High Springs

By Mary Lois Forrester
Herald Writer

The "Big Storm" that took place in 1896 took a heavy toll on property and timber in this area of Florida. Many buildings and numerous sturdy, giant oaks and stately yellow pines were fastened by this terribly destructive storm.

There are a few of the older residents of High Springs who have heard their parents and grandparents tell how devastating this "Big Storm" was to High Springs and surrounding communities.

The *High Springs Sentinel* of Oct. 1, 1896 had the following headlines and article:

Tornado Wrecked City: "High Springs struck by a tornado early Tuesday morning and almost swept from the face of the earth!

"High Springs lies in ruins today and in but the wreck of her former self. The sad scene of destruction that spreads itself before the vision is but a potent reminder that the visitation of the most fearful agencies that can blight the land has spent its strongest energies on High Springs.

"At about 6 o'clock Tuesday morning, the wind began to blow a heavy gale. Nobody suspected, however, that a storm of such fury would come.

"Houses began to fall, trees began to crash and the elements were full of flying fragments, and as the greatest peril, human beings, frantic with terror, were rushing in every direction to save themselves from the direful consequences of the tornado.

"The greater part of the wreckage was wrought in a short space of time. The wind reached its highest velocity at about 2 o'clock and almost with a simultaneous crash, thousands of dollars worth of property were swept from the face of the earth.

"As luck would have it, many box cars were standing in the yard, and people rushed in them and under them for refuge.

"Two or three engines were also standing nearby and they, too, were tossed to their utmost with terror-stricken people. The screams of women and children in their abject fright and despair were simply heart-rending.

"Those who had sought places of comparative safety, in addition to their uneasiness for their own selves, were almost frantic over the fate of relatives and friends. The situation was one of indescribable horror and only those who witnessed the catastrophe can form any conception of its magnitude.

"At about half past eight, the wind began to subside and by nine it had abated sufficiently to allow the people to leave their places of refuge and view the views of the tornado."

The *Sentinel* stated that the largest business houses in town were demolished in the gale. S.A. Levy & Co. was completely demolished, and its stock was a total loss. The Auditorium Saloon, owned by Fryer & Thomas, was leveled to the ground and its stock of whiskey, wines, beers, etc. was ruined.

The storehouse of Vinzant, Futch & Co. was blown down and its merchandise ruined. The furniture factory owned by the same firm was destroyed. The roof was blown from the store of Goldberg & Pensburg and its inventory damaged by rain.

The store house of George Washington Easterlin was badly wrecked, though not blown down. The roof of the *Sentinel* office was blown off and the building badly damaged. The roof of Hagill House, Mrs. M.M. Bynbot's house and the oil mill were blown down. The passenger shed recently built at the new train depot was blown down and it damaged the new depot when it blew off.

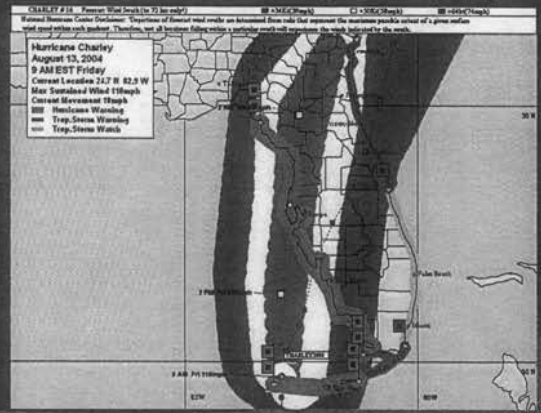
Several dwellings were blown down. The house of Mrs. C.G. McKinney was greatly disfigured.

The Baptist and Methodist churches were swept away and the Academy shared a similar fate.

The *Sentinel* stated that the town was in a sad and pitiable mess of ruins. Not a house in High Springs was exempt from the high winds.

They all, to a great extent, fell prey to the violence of the Big Storm of 1896.

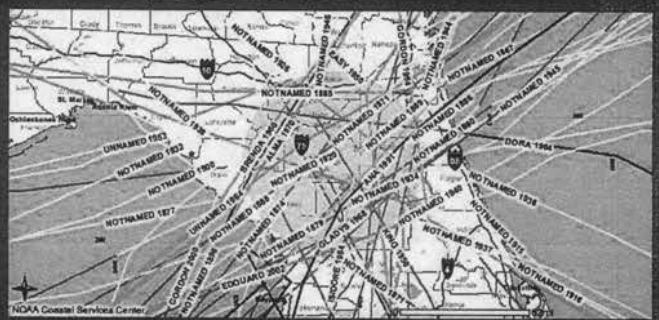
Hurricane Charley – replay?



2007 UF HAZUS Study

- 4400 homes damaged
- 50 businesses damaged
- $115M total property losses
- 438,213 tons of debris

Has happened here



...will happen here.

Questions?



Contact

David Donnelly, CEM®, CPM, FPEM
Director, Emergency Management
Alachua County Public Safety
352.264.6500
dad@alachuacounty.us
www.alachuacounty.us/em
Twitter: Alachua_Co_EM
Face book

May 24, 2011 Regular BoCC Meeting
Agenda Item #11

Title
Issuance of Bonds by the Alachua County Health Facilities Authority for Bonita Springs Retirement Village, Inc. (Santa Fe Health Care, Inc.) (Amended)

Amount
N/A

Description
Request Adoption of Resolution to approve the issuance of bonds by the Alachua County Health Facilities Authority to finance capital improvements for Bonita Springs Retirement Village, Inc. (Bonita Springs Retirement Village, Inc., is a subsidiary of Santa Fe Health Care, Inc.)

Recommendation
Approve the resolution to approve issuance of bonds by the Alachua County Health Facilities Authority to finance capital improvements (amount not to exceed $165,000,000) for Bonita Springs Retirement Village, Inc., and authorize Chair to sign. Authorize the County Attorney to submit an invoice for $5,000.00 for County services to Bonita Springs Retirement Village, Inc.

Alternative(s)
Do not adopt the resolution.

Requested By
Health Facilities Authority

Originating Department
County Attorney

Attachment(s) Description
(1) Invoice; (2) Resolution; (3) Resolution Exhibit A

Documents Requiring Action
Resolution.

Executive Summary
The Alachua County Health Facilities Authority requested that the Board of County Commissioners adopt a resolution to approve issuance by the Authority of health facilities bonds not to exceed $165,000,000 for the benefit of Bonita Springs Retirement Village, Inc., for the purpose of developing health care facilities at a retirement village located in the City of Bonita Springs, Florida, in Lee County. Bonds proceed will be used to finance acquisition and construction costs for continuing care retirement community with an estimated 144 independent living units, 49 assisted living units, 18 memory-support units and 40 skilled nursing beds. Alachua County may adopt a resolution to support these tax exempt bonds for the project because Santa Fe Health Care, Inc., provides administrative services for its affiliate companies, Santa Fe Senior Living, Inc., and Bonita Springs Retirement Village, Inc.

Background
Chapter 154, Part III, Florida Statutes allows for the creation of local health facility authorities to assist local not-for-profit health facilities to acquire, construct, finance, and refinance various projects to ensure that there are adequate health facilities in a

community. In 1980, the Board adopted Resolution 80-44 which established the Alachua County Health Facilities Authority. The interest payable to the bond holder for tax-exempt bonds is exempt from federal income tax. Because such bonds are more readily purchased, the financing of the bonds generally costs less. These cost savings are passed to the owner of the health care facility. In 1986 federal income tax laws were changed to require that, in order to be tax exempt, any private activity bond issuance be approved by the elected public body in the geographical area where the bonds are issued. The Board's approval of bond issuance for the Health Facilities Authority does not create any debt, obligation, or liability of the County (section 154.223, Florida Statutes). The Board's approval is not a pledge of faith and credit of the County and does not obligate the County in terms of any levy or pledge of any County taxation. For many years, Alachua County has assisted health care providers by approving the issuance of tax exempt bonds. Although it is common for counties to charge fees for this service, Alachua County has not charged a fee in the past. The County Attorney recommends that the County charge a $5,000.00 fee for services provided for each Health Facilities Authority bond issue. The County processes an average of one application each year.

Issues
Should the County adopt the resolution to approve issuance of bonds by the Alachua County Health Facilities Authority to finance capital improvements (amount not to exceed $165,000,000) for Bonita Spring s Retirement Village, Inc. and authorize the County Attorney to submit an invoice for $5,000.00 for county services in processing the application.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: Invoice.pdf
Attachment: 2_reso.pdf

ALACHUA COUNTY
OFFICE OF THE COUNTY ATTORNEY
P.O. Box 2877 • Gainesville, Florida 32602-2877
Tel. (352) 374-5218 • Fax (352) 374-5216 • Suncom 651-5218
Home Page: www.co.alachua.fl.us
David W. Wagner, County Attorney

May 24, 2011

TO: Bonita Springs Retirement Village, Inc.
C/O Santa Fe Health Care, Inc.
4300 NW 89 Blvd
Gainesville FL 32606

INVOICE

Re: *Bonita Springs Retirement Village, Inc. Issuance of Bonds by Alachua County Health Facilities Authority*

COUNTY SERVICES	
TOTAL	$5,000.00

Please make check payable to Alachua County Board of County Commissioners and mail with this invoice to Alachua County Attorney, P O Box 2877, Gainesville, FL 32602

TO BE FILLED OUT BY COUNTY UPON RECEIPT OF CHECK:

PD Check #_____

Date: _____

Received by: _____

Original to addressee; copy for files

RESOLUTION NO. 11-53

A RESOLUTION APPROVING THE ISSUANCE BY THE ALACHUA COUNTY HEALTH FACILITIES AUTHORITY (THE "AUTHORITY") OF ITS HEALTH FACILITIES REVENUE BONDS (TERRACES AT BONITA SPRINGS PROJECT) IN ONE OR MORE SERIES AND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $165,000,000, THE PROCEEDS FROM THE SALE OF WHICH WILL BE USED PRINCIPALLY TO FINANCE AND REFINANCE CERTAIN CAPITAL IMPROVEMENTS FOR BONITA SPRINGS RETIREMENT VILLAGE, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared as follows:

A. The Alachua County Health Facilities Authority (the "Authority") has submitted to the Board of County Commissioners of Alachua County, Florida (the "County"), a copy of a resolution of the Authority adopted on May 9, 2011 (the "Authority Resolution"), granting its preliminary approval for the issuance by the Authority of its Health Facilities Revenue Bonds (Terraces at Bonita Springs Project) (the "Bonds"), in one or more series and in an aggregate principal amount not to exceed $165,000,000 for the primary purposes of (A) financing and refinancing the cost of construction, acquisition (including land) and equipping of a continuing care retirement community with (i) an estimated 144 independent living units, 49 assisted living units, 18 memory support units and 40 private skilled nursing beds, (ii) community common space for use of all residents and a main kitchen to serve all residents, and (iii) various additional capital improvements and equipment for the above, (collectively, the "Project") to be owned and operated by Bonita Springs Retirement Village, Inc., an affiliate of SantaFe Senior Living, Inc., (B) capitalizing a portion of the interest on the Bonds and (C) paying costs and funding necessary reserves associated with the issuance of the Bonds. A copy of the Authority Resolution is attached hereto as Exhibit A.

B. On May 9, 2011, the Authority held a public hearing, which public hearing was duly conducted by the Authority on such date upon reasonable public notice, and at which hearing members of the public were afforded reasonable opportunity to be heard on all matters pertaining to (1) the location and nature of the Project, and (2) the issuance of the Bonds for the purposes described herein and in the Authority Resolution.

C. Pursuant to the Authority Resolution, the Authority has requested the County to approve the issuance of the Bonds in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986.

D. The purposes of Part III of Chapter 154, Florida Statutes, will be effectively served and it is desirable and in the best interests of the County that the issuance of the Bonds to finance and refinance the costs of the Project be approved by the Board of County Commissioners (the "Board") of the County.

SECTION 2. APPROVAL OF ISSUANCE OF BONDS AND THE PROJECT. The issuance of the Bonds and the use of the proceeds thereof to finance and refinance the costs of the Project as contemplated by the Authority Resolution be and hereby are approved.

SECTION 3. LIMITED APPROVAL. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of Bonita Springs Retirement Village, Inc. or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project, and the Board shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation or to have waived any right of the Board or estopping the Board from asserting any rights or responsibilities it or the City of Bonita Springs, Florida (the "City") may have in such regard. Further, the approval by the Board of the issuance of the Bonds by the Authority shall not be construed to obligate the County or the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the Project, and the Authority shall so provide in the financing documents setting forth the details of the Bonds.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 24th day of May, 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Chairman

ATTEST:

_____
By: Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
County Attorney

EXHIBIT A

AUTHORITY APPROVING RESOLUTION

RESOLUTION 2011-1

AN INDUCEMENT RESOLUTION OF THE ALACHUA COUNTY HEALTH FACILITIES AUTHORITY REGARDING THE OFFICIAL ACTION OF THE AUTHORITY WITH RESPECT TO THE PROPOSED ISSUANCE OF HEALTH FACILITIES REVENUE BONDS IN ONE OR MORE SERIES OF TAX-EXEMPT AND TAXABLE REVENUE BONDS FOR THE PRINCIPAL PURPOSES OF FINANCING AND REFINANCING THE COSTS OF ACQUISITION (INCLUDING LAND), CONSTRUCTION, EQUIPPING, INSTALLATION AND RENOVATION OF CERTAIN CAPITAL IMPROVEMENTS TO OR FOR THE SENIOR CARE AND HOUSING FACILITIES OF BONITA SPRINGS RETIREMENT VILLAGE, INC., MORE PARTICULARLY DESCRIBED HEREIN, CAPITALIZING A PORTION OF THE INTEREST ON THE BONDS, FUNDING ANY NECESSARY RESERVES AND PAYING ALL OR A PORTION OF THE COSTS ASSOCIATED WITH THE ISSUANCE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF AGREEMENT BETWEEN THE AUTHORITY AND BONITA SPRINGS RETIREMENT VILLAGE, INC.; PROVIDING FOR THE PRELIMINARY APPROVAL BY THE AUTHORITY FOR THE ISSUANCE OF NOT EXCEEDING $165,000,000 OF SUCH BONDS IN ONE OR MORE SERIES; AND PROVIDING FOR CERTAIN RELATED MATTERS IN CONNECTION THEREWITH AND FOR AN EFFECTIVE DATE.

WHEREAS, Bonita Springs Retirement Village, Inc., a Florida not-for-profit corporation (the "Borrower") and an affiliate of SantaFe Senior Living, Inc. ("SFSL"), has applied to the Alachua County Health Facilities Authority (the "Authority"), to issue its private activity health facilities revenue bonds in one or more series of tax-exempt and taxable revenue bonds and in an aggregate principal amount not to exceed $165,000,000 (the "Bonds") for the principal purposes of (A) financing the cost of (or reimbursing itself or its affiliated corporations for prior expenditures for) construction, acquisition (including land) and equipping of a continuing care retirement community with (i) an estimated 144 independent living units, 49 assisted living units, 18 memory support units and 40 private skilled nursing beds, (ii) community common space for use of all residents and a main kitchen to serve all residents, and (iii) various additional capital improvements and equipment for above, (collectively, the "Project"), all located or to be

located on land previously purchased on the Borrower's behalf by one of its affiliated corporation and located in the City of Bonita Springs, Florida (the "City"); (B) capitalizing a portion of the interest on the Bonds and (C) paying costs and funding necessary reserves associated with the issuance of the Bonds; and

WHEREAS, the Borrower has requested that the Authority loan the proceeds of the Bonds to said Borrower pursuant to Chapter 154, Part III, Florida Statutes, and such other provision or provisions of Florida law as the Authority may determine advisable (the "Act") in order to accomplish the foregoing; and

WHEREAS, in accordance with the provisions of Section 154.247 of the Act, the Borrower has represented to the Authority in writing that the issuance of the Bonds by the Authority rather than an issuer located in Lee County, Florida is expected to provide significant cost savings to the Borrower and SFSL, that the Borrower is under common control of SFSL, which is located in Alachua County, Florida (the "County") with its parent company SantaFe Healthcare, Inc. and its affiliated company, North Florida Retirement Village, Inc., and that the issuance of the Bonds for the benefit of such Borrower will benefit the affiliated entities located within the County; and

WHEREAS, the bond resolution granting the final authority for the issuance of the Bonds has not yet been adopted by the Authority; and

WHEREAS, the issuance of the Bonds under the Act in one or more issues or series not exceeding an aggregate principal amount of $165,000,000 and the loaning of the proceeds thereof to finance and refinance the costs of the Project under a loan agreement or other financing agreement which will provide that payments thereunder be at least sufficient to pay the principal of and interest and redemption premium, if any, on such Bonds and such other costs in connection therewith as may be incurred by the Authority, will assist the Borrower and promote the public purposes provided in the Act; and

WHEREAS, in order to satisfy certain requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the Authority held a public hearing on the date hereof, which date is at least 14 days following the first publication of notice of such public hearing in a newspaper of general circulation in Alachua County (a true and accurate copy of the affidavit of publication of such notice is attached hereto as Exhibit A); which public hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views to be heard, both orally and in writing, on the issuance of such Bonds and the location and nature of the Project; was held in a location which, under the facts and circumstances, was convenient for the residents of Alachua County; such notice was reasonably designed to inform residents of Alachua County of the proposed issue; stated that the Authority would be the issuer of the Bonds; stated the time and place of the hearing; generally contained the information required by Section 147(f) of the Code and applicable regulations thereunder; and such 14 days was

adequate for notice to be brought to the attention of all interested persons, exceeds the normal periods for notice of public hearings conducted by the Authority and provided sufficient time for interested persons to prepare for and to express their views at such hearing; and

WHEREAS, the Borrower has agreed to execute and deliver to the Authority a Memorandum of Agreement (the "Memorandum of Agreement") relating to the issuance of the Bonds, in the form attached hereto as Exhibit B; and

WHEREAS, it is intended that this Resolution shall constitute official action toward the issuance of the Bonds within the meaning of the applicable United States Treasury Regulations and, specifically, to satisfy the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section in addition and as a supplement to other actions previously undertaken by the Borrower; and

IT IS, THEREFORE, DETERMINED AND RESOLVED BY THE ALACHUA COUNTY HEALTH FACILITIES AUTHORITY, THAT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This resolution, hereinafter called "Resolution," is adopted pursuant to the provisions of the Act and other applicable provisions of law.

SECTION 2. PRELIMINARY APPROVAL. This Resolution is entered into to permit the Borrower to proceed with commitments for the Project, to incur costs in connection with various phases of the Project, to provide a limited expression of intention by the Authority, prior to the issuance of the Bonds, to issue and sell the Bonds and make the proceeds thereof available to finance and refinance all or part of the costs of the Project, all in accordance with and subject to the provisions of the Constitution and other laws of the State of Florida, including the Act and this Resolution, but subject in all respects to the terms of the Memorandum of Agreement.

SECTION 3. APPROVAL OF THE PROJECT. The financing and refinancing of the Project as described herein and in the notice of public hearing attached hereto as Exhibit A, and the financing and refinancing thereof by the Authority through the issuance of the Bonds, pursuant to the Act and, based solely on the previous representations of the Borrower in writing and otherwise on the date hereof, will promote the economic development and health and welfare of the citizens of the County and the City, will provide the residents of the County and the City with jobs, will promote the general economic structure of the County and the City, will thereby serve the public purposes of the Act and is hereby preliminarily approved, subject, however, in all respects to the Borrower meeting the conditions set forth in the Memorandum of Agreement to the sole satisfaction of the Authority.

SECTION 4. EXECUTION AND DELIVERY OF MEMORANDUM OF AGREEMENT. The Chairman or the Vice-Chairman and the Secretary or the Assistant Secretary are hereby authorized and directed to execute, for and on behalf of the Authority, the Memorandum of Agreement in the form attached hereto as Exhibit B between the Authority and the Borrower providing understandings relative to the proposed issuance of the Bonds by the Authority to finance and refinance the costs of the Project in an initial aggregate principal amount not to exceed lesser of (a) $165,000,000, or (b) the amount determined by the Authority and the Borrower to be necessary to accomplish the foregoing.

SECTION 5. AUTHORIZATION OF THE BONDS. There is hereby authorized to be issued and the Authority hereby determines to issue the Bonds, if so requested by the Borrower and subject to the conditions set forth in the Memorandum of Agreement, in one or more issues or series of such tax-exempt and taxable fixed and/or variable rate revenue bonds in an aggregate principal amount not to exceed $165,000,000 for the principal purpose of financing and refinancing the costs of the Project as described herein and in the Memorandum of Agreement, funding any necessary reserves and paying all or a portion of the costs associated with the issuance of the Bonds. The rate of interest payable on the Bonds shall not exceed the maximum rate permitted by law.

SECTION 6. RECOMMENDATION FOR APPROVAL TO ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS AND CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA. The Authority hereby recommends the issuance of the Bonds and the financing and refinancing of the Project for approval to the Board of County Commissioners of Alachua County, Florida (the "Board") and the City Council of the City (the "City Council"). The Authority hereby directs the Chairman or Vice-Chairman and Counsel to the Authority, either alone or jointly, at the expense of the Borrower, to cooperate with Bond Counsel in seeking approval from the Board and the City Council for the issuance of the Bonds and the financing and refinancing of the Project by the Board as the applicable elected representatives of the County and the City under and pursuant to the Act and Section 147(f) of the Code.

SECTION 7. APPOINTMENT OF BOND COUNSEL. The firm of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, is hereby approved and appointed by the Authority to act as Bond Counsel in connection with the issuance by the Authority of the Bonds.

SECTION 8. GENERAL AUTHORIZATION. The Chairman, the Vice-Chairman, the Secretary, Assistant Secretary, Counsel to the Authority and Bond Counsel are hereby further authorized to proceed with the undertakings provided for herein and in the Memorandum of Agreement on the part of the Authority and are further authorized to take such steps and actions as may be required or necessary in order to cause the

Authority to issue the Bonds subject in all respects to the terms and conditions set forth herein and in the Memorandum of Agreement.

SECTION 9. AFFIRMATIVE ACTION. This resolution is an affirmative action of the Authority toward the issuance of the Bonds, as contemplated in the Memorandum of Agreement, in accordance with the purposes of the laws of the State of Florida and the applicable United States Treasury Regulations.

SECTION 10. LIMITED OBLIGATIONS. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Alachua County, the City, the State of Florida or any other political subdivision or agency thereof but shall be payable solely from the revenues pledged therefor pursuant to a loan agreement or other financing agreement entered into by and between the Authority and the Borrower prior to or contemporaneously with the issuance of the Bonds. The Authority has no taxing power.

SECTION 11. LIMITED APPROVAL. The approval given herein shall not be construed as an approval of any necessary rezoning applications nor for any other regulatory permits relating to the Project and the Authority shall not be construed by reason of its adoption of this Resolution to have waived any right of the County or the City, or estopping the County or the City from asserting any rights or responsibilities either may have in that regard.

SECTION 12. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 9th day of May, 2011.

(SEAL)

ALACHUA COUNTY HEALTH FACILITIES AUTHORITY

By: _____
Chairman

ATTEST:

By: _____
Secretary

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF NOTICE OF PUBLIC HEARING

AFFIDAVIT OF PUBLICATION

The Gainesville Sun
Published – Daily
Gainesville, Alachua County, Florida

STATE OF FLORIDA
COUNTY OF ALACHUA

Before the undersigned, a Notary Public of Said County and State, Ernest Blake, III, who on oath says that he is Legal Advertising Coordinator of THE GAINESVILLE SUN, a daily newspaper published at Gainesville, in Alachua County, Florida; that the attached copy of advertisement, being a notice in the matter of

ALACHUA COUNTY HEALTH FACILITIES AUTHORITY NOTICE OF PUBLIC HEARING The Alachua County Health Facilities Authority the Authority will hold a public hearing on May 9, 2011 at 4:00 P.M., or as soon thereafter as practicable, in the Grace Knight Conferen

was published in said newspaper in the issues of:

4/25 1x

Affiant further says that the said THE GAINESVILLE SUN is a daily newspaper published at Gainesville, in said Alachua County, Florida, and that the said newspaper has heretofore been continuously published in said Alachua County, Florida, daily, and has been entered as second class mail matter at the post office in Gainesville in said Alachua County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the person of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 25 day of April, A.D., 20 11

CECILE S. FERGUSON Notary Public
Commission # DD 889978
My Commission Expires 05-05-2011
Bonded Through
Florida Notary Service
(Print, Type or Stamp Name of Notary Public)

My commission expires 5 day of May 20 11

Ad #: A000694744

ALACHUA COUNTY
HEALTH FACILITIES AUTHORITY
NOTICE OF PUBLIC HEARING

The Alachua County Health Facilities Authority (the "Authority") will hold a public hearing on May 9, 2011 at 4:00 P.M., or as soon thereafter as practicable, in the Grace Knight Conference Room located on the second floor of the County Administration Building, 12 S.E. First Street, Gainesville, Florida 32602, to consider adoption of a resolution providing for the preliminary approval of the issuance by the Authority of not exceeding $165,000,000 of its Health Facilities Revenue Bonds (Terraces at Bonita Springs Project) (the "Bonds") in one or more series of tax-exempt and taxable revenue bonds. The proceeds of the Bonds will be loaned to Bonita Springs Retirement Village, Inc. (the "Borrower"). The Borrower will use the proceeds of the Bonds to (A) finance the cost of (or reimburse itself and/or one or more of its affiliated corporations for prior expenditures for) construction, acquisition and equipping of a continuing care retirement community (including the land on which the community will be located) with (I) an estimated 144 independent living units, 49 assisted living units, 18 memory support units and 40 private skilled nursing beds, (II) community common space for use of all residents and a main kitchen to serve all residents, and (III) various additional capital improvements and equipment for the above, (collectively, the "Project"), all located or to be located on land purchased for such purpose in the City of Bonita Springs, Florida; (B) fund a portion of the interest on the Bonds; and (C) pay costs and fund necessary reserves associated with the issuance of the Bonds.

The Project will be owned by the Borrower and located at 26401 South Tamiami Trail, Bonita Springs, Florida 34134. The Borrower is an affiliate of (and its board of directors is under control of the board of directors of) SantaFe Senior Living, Inc., located at 4300 N.W. 89th Boulevard, Gainesville, Florida 32606. The Bonds are being issued under the authority of Part III, Chapter 154, Florida Statutes, as amended (the "Act"), and are being loaned to the Borrower to finance and refinance the costs of the Project pursuant to the Act including, particularly, Section 154.247 of the Act. The Bonds shall be payable solely from the revenues derived from a loan and other financing documents to be executed between the Authority and the Borrower prior to or contemporaneously with the issuance of the Bonds. Such Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Alachua County, the State of Florida, the City of Bonita Springs or any political subdivision or agency thereof. Issuance of the Bonds shall be subject to several conditions including satisfactory documentation and receipt of necessary approvals for the financing. The aforementioned meeting shall be a public meeting and all persons who may be interested will be given an opportunity to be heard concerning the same. Written comments may also be submitted prior to the hearing to the Alachua County Health Facilities Authority, c/o John Haswell, Esq., Chandler, Lang, Haswell & Cole, P.A., 726 N.E. First Street, P.O. Box 23879, Gainesville, Florida 32602-3879.

Comments made at the hearing are for the consideration of the Authority and will not bind the Authority as to any action it may take.

ALL PERSONS FOR OR AGAINST SAID APPROVAL CAN BE HEARD AT SAID TIME AND PLACE. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE AUTHORITY WITH RESPECT TO SUCH HEARING OR MEETING (S)HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF SUCH HEARING OR MEETING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the Alachua County Equal Opportunity Office at (352) 374-5275 or TDD Number (352) 374-5284.

By order of the Alachua County Health Facilities Authority.

ALACHUA COUNTY HEALTH FACILITIES AUTHORITY, ALACHUA COUNTY, FLORIDA

April 25, 2011
#A000694744

EXHIBIT B

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT FOR ISSUANCE OF HEALTH FACILITIES REVENUE BONDS

This Agreement between the Alachua County Health Facilities Authority, a public body corporate and politic (the "Authority"), and Bonita Springs Retirement Village, Inc., a Florida not-for-profit corporation (the "Borrower").

W I T N E S S E T H:

1. Preliminary Statement. Among the matters of mutual understanding and inducement which have resulted in the execution of this Agreement are the following:

(a) Whereas Chapter 154, Part III, Florida Statutes, and other applicable provisions of law (the "Act") provides that the Authority may issue revenue bonds and loan the proceeds thereof to one or more persons, firms or private corporations (including, without limitation, to health facilities located outside its jurisdiction under common control with a health facility located within its jurisdiction), or use such proceeds, to defray the cost of acquiring, by purchase or construction, certain qualifying health facilities including, without limitation, health facilities located outside of Alachua County, Florida in the manner and to the extent provided in Section 154.247 of the Act.

(b) The Borrower is considering financing or refinancing a portion of the costs of acquisition, construction and equipping of capital improvements to the senior care, housing and related facilities, or to be, owned and/or operated by the Borrower.

(c) The Authority intends this Agreement to constitute its preliminary approval, subject in all respects to the terms hereof, to issue its bonds (the "Bonds") in one or more series of tax-exempt and taxable fixed and/or variable rate revenue bonds pursuant to the Act in an amount to be agreed upon by the Authority and the Borrower and to loan the proceeds thereof to the Borrower, or to use such proceeds, to finance or refinance all or a portion of the costs of the Project, capitalize a portion of the interest on the Bonds, fund any necessary reserves and payment of all or a portion of the costs incurred in connection with the issuance of the Bonds by the Authority and the Borrower, up to an amount not to exceed $165,000,000.

(d) The Authority considers the issuance and sale of the Bonds, for the purposes hereinabove set forth, consistent with the objectives of the Act. This Agreement constitutes the official preliminary action of the Authority toward the issuance of the Bonds as herein contemplated in accordance with the purposes of both the Act and the applicable United States Treasury Regulations.

2. Undertakings on the Part of the Authority. Subject to the terms hereof, the Authority agrees as follows:

(a) The Authority will cooperate with the Borrower and with the underwriters, placement agents or purchasers of the Bonds, Bond Counsel and counsel for the Authority with respect to the issuance and sale of the Bonds and will take such further action and authorize the execution of such documents as shall be mutually satisfactory to the Authority and the Borrower for the authorization, issuance and sale of such Bonds and the use of the proceeds thereof to finance or refinance a portion of the cost of constructing, acquiring and equipping the Project, capitalize a portion of the interest on the Bonds, fund any necessary reserves and pay all or a portion of the costs related to the issuance of the Bonds.

(b) The loan agreement(s), trust indenture, mortgage(s) and other financing documents (collectively, the "Financing Agreements") between the Authority and the Borrower shall, under terms agreed upon by the parties, provide for payments to be made by the Borrower in such sums as shall be necessary to pay the amounts required under the Act, including the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable.

(c) The Authority makes no warranty, either expressed or implied, that the proceeds of the Bonds will be sufficient to pay all costs of acquiring, constructing, renovating and equipping the Project or that those facilities encompassed by the Project will be suitable for the purposes or needs of the Borrower.

(d) The Bonds shall specifically provide that they are payable solely from the revenues derived from the Financing Agreements between the Authority and the Borrower or other agreements approved by the Authority, except to the extent payable out of amounts attributable to Bond proceeds. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit of Alachua County, the City of Bonita Springs, Florida (the "City"), the State of Florida or any other political subdivision or agency thereof, and such fact shall be plainly stated on the face of the Bonds.

3. Undertakings on the Part of the Borrower. Subject to the terms hereof, the Borrower agrees as follows:

(a) Prior to the issuance of the Bonds in the principal amount not to exceed the amount stated above in one or more Series or issues from time to time as the Authority and the Borrower shall agree in writing, the Borrower will enter into the Financing Agreements with the Authority, the terms of which shall be mutually agreeable to the Authority and the Borrower, providing for the loan or use of the proceeds of the Bonds to finance or refinance a portion of the costs of the Project. Such Financing Agreements will provide that the Borrower will be obligated to pay the Authority (or the trustee for

holders of the Bonds on behalf of the Authority, as the case may be) sums sufficient in the aggregate to enable the Authority to pay the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable, and all other expenses related to the issuance and delivery of the Bonds.

(b) The Borrower shall, in addition to paying the amounts set forth in the Financing Agreements, pay, or cause to be paid, all applicable costs of operation, maintenance, taxes, governmental and other charges which may be assessed or levied against or with respect to the Project.

(c) To the extent not otherwise paid from Bond proceeds as part of the costs of the Project, the Borrower hereby agrees to pay all of the out of pocket expenses of officials and representatives of the Authority incurred in connection with the issuance of the Bonds and will pay all fees and expenses of the Authority, of counsel to the Authority and of Nabors, Giblin & Nickerson, P.A., Bond Counsel, whether or not the Bonds are issued.

(d) The Borrower will hold the Authority, Alachua County and the City free and harmless from any loss or damage and from any taxes or other charges levied or assessed by reason of any mortgaging or other disposition of the Project.

(e) The Borrower agrees to indemnify and defend the Authority, Alachua County and the City and hold the Authority, Alachua County and the City harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the Project or the issuance of the Bonds and the Borrower's undertaking thereof, or in any way growing out of or resulting from this Agreement including, without limitation, all costs and expenses of the Authority and reasonable attorneys' fees incurred in the enforcement of any agreement of the Borrower contained herein, but excluding any claims, losses, liabilities or damages resulting from the Authority's, Alachua County's or the City's gross negligence or willful misconduct. In the event that the Bonds are not issued and delivered, this indemnity shall survive the termination of this Agreement.

(f) The Borrower will take such further action as may be required to implement its aforesaid undertakings and as it may deem appropriate in pursuance thereof.

4. General Provisions. All commitments of the Authority under Section 2 hereof and of the Borrower under Section 3 hereof are subject to the conditions that all of the following events shall have occurred not later than December 31, 2011, or such later date as shall be mutually satisfactory to the Authority and the Borrower, but in no event after May 9, 2012.

(a) The Authority shall be lawfully entitled to issue the Bonds as herein contemplated.

(b) The Authority and the Borrower shall have agreed on mutually acceptable terms for the Bonds and the sale and delivery thereof and mutually acceptable terms and conditions of any trust instrument or instruments in respect thereto and any Financing Agreements or other agreements incidental to the financing or referred to in Sections 2 and 3 hereof.

(c) Such approvals, consents, certificates of compliance, opinions of counsel and other instruments and proceedings satisfactory to the Borrower and to the Authority as to such matters with respect to the Bonds, the Project, the Financing Agreements and any other trust instrument or instruments, as shall be specified by the Borrower or the Authority, shall have been obtained from such governmental, as well as non-governmental, agencies and entities as may have or assert competent jurisdiction over or interest in matters pertinent thereto and shall be in full force and effect at the time of issuance of the Bonds.

(d) Receipt by the Borrower of all licenses and necessary approvals from the any applicable governmental authorities.

If the events set forth in this Section 4 do not take place within the time set forth or any extension thereof, the Borrower agrees that it will reimburse the Authority and the City for all the reasonable and necessary direct or indirect expenses which the Authority or the City may incur at the Borrower's request arising from the execution of this Agreement and the performance by the Authority of its obligations hereunder, including reasonable legal fees for counsel to the Authority and the City and the fees and expenses of Bond Counsel.

5. City is Third-Party Beneficiary. The parties hereto agree that the City shall be deemed a third-party beneficiary to the terms of this Agreement.

6. Binding Effect. All covenants and agreements herein contained by or on behalf of the Authority and the Borrower shall bind and inure to the benefit of the respective successors and assigns of the Authority and the Borrower whether so expressed or not.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunder duly authorized as of the 9th day of May, 2011.

(SEAL)

ALACHUA COUNTY HEALTH FACILITIES AUTHORITY

By: _____
Chairman

ATTEST:

By: _____
Secretary

BONITA SPRINGS RETIREMENT VILLAGE, INC.

_____
President

May 24, 2011 Regular BoCC Meeting
Agenda Item #12

Title
Local Vendor Preference Report (Amended)

Amount
N/A

Description
The Board has requested additional information regarding a local vendor preference within the County's Bidding Process. The Purchasing Manager has prepared the attached report.

Recommendation
Accept the Local Vendor Preference report and schedule a special meeting to discuss all the issues and details required to pursue a local vendor preference policy.

Alternative(s)
That the Board accept the report and provide input and details required to pursue a local vendor preference policy at today's meeting.

Requested By
Larry M. Sapp

Originating Department
Purchasing

Attachment(s) Description
Local Vendor Preference Report

Documents Requiring Action
n/a

Executive Summary
The Board has requested additional information regarding a local vendor preference within the County's Bidding Process. The Purchasing Manager has prepared the attached report.

Background
There have been proclamations at the last three (3) BOCC meetings demonstrating an increased interest to support local and independently-owned businesses and to support the Gainesville Area Chamber of Commerce Business Advisory Council's "Buy Local" campaign. In addition, there have been many vendors including the Builders Association of North Central Florida requesting that the County implement a local vendor preference in the bidding process.The Purchasing Manager is providing a report detailing what is currently being done by the County to assist Local and Small Business Enterprise (SBE) vendors. The Purchasing Manager and requesting input and direction from the Board in moving forward with a local vendor preference policy.

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Local Preference Report to BOCC 2011.pdf

Alachua County, Florida

Local Vendor Preference Report
May 2011

Alachua County Purchasing Division



Proud recipient of the National Purchasing Institute's
2010 Achievement of Excellence in Procurement Award

Overview

There have been proclamations at the last three (3) BOCC meetings demonstrating an increased interest to support local and independently-owned businesses and to support the Gainesville Area Chamber of Commerce Business Advisory Council's "Buy Local" campaign. In addition, there have been many vendors including the Builders Association of North Central Florida requesting that the County implement a local vendor preference in the bidding process.

Preference laws are normally enacted to give a competitive advantage for a class or type of vendor. Currently we have a preference for our Small Business Enterprise (SBE) vendors in both the bid and RFP processes. The National Institute of Governmental Purchasing (NIGP) defines local bid preference as "procurement laws mandating that bid prices for a preferred class of bidders be given special considerations when comparing their bid prices to other bidders not in the preferred class, i.e. local vendors may be given a bid preference over non-local vendors".

It is important to recognize that even without an established local vendor preference policy in place; the County has and continues to support both local and small businesses through a resolution, through outreach efforts and through the following practices listed herein this report.

Current Local Vendor Preference / What are we doing?
In April of 1992 the BOCC adopted resolution #92-31 **(Attachment A)** that supports economic development within Alachua County through increased local vendor participation in the County's bidding process. In summary, the resolution requires us to award a tie bid to the local vendor, allows us to purchase directly from local vendors without bidding when they can meet or beat the state contract price and also requires us to promote outreach to local vendors by working with local agencies, performing workshops, attending trade fairs, etc.

In an effort to comply with the Resolution the Purchasing Division utilizes the following practices and outreach efforts to assist both local and small businesses in doing business with the County.

Informal Bidding Process (Quoting):
Employees are instructed to utilize the **local yellow pages,** our **Small Business Enterprise (SBE) Directory** and the **Gainesville Chamber of Commerce website** when soliciting quotes for commodities or services. This process ensures that local and SBE vendors are provided the opportunity to participate. We also encourage employees to call local vendors first and then

additional vendors as needed. In many cases we do not call vendors that are not found in one of the areas mentioned above unless additional quotes are required.

Formal Bidding Process:

There are many ways that the formal bid process assists local and SBE vendors. In addition to advertising in the local newspaper:

- Tie bids go to local vendors – when factors such as price, quality, adherence to specifications, services, drug free workplace, and SBE certification is equal.
- We can purchase from local vendors directly when the local vendor offers goods and services at a price equal to or less than the price established by the State of Florida Purchasing Division (State Contract).
- Our RFP evaluation process awards vendors 10 points for being located in Alachua County (10 points out of 200).
- Our RFP evaluation process also awards up to 15 points for registered Small Business Enterprise (SBE) vendors.
- In addition to local preference we provide an actual bid price preference for our SBE vendors.

Outreach:

We complete numerous outreach projects throughout the year for all vendors, however the target is always on our local and SBE vendors. We participate annually in the UF Small Business Conference & Trade Fair. We participate annually in the North Central Florida Chapter of the National Institute of Governmental Purchasing (NIGP) Reverse Trade Show; and we conduct a "How to Do Business with Alachua County" training session for vendors on an annual basis.

Small Business Enterprise (SBE) Program:

Article II of the Alachua County Purchasing Code **(Attachment B)** was established in 1986 and the purpose of the program is to provide the maximum opportunity for increased participation of small businesses in the county's procurement system. The county has a goal of awarding up to 15% of the total bid monies to our SBE vendors. The Equal Opportunity Division certifies vendors that are eligible based on the following criteria:

- The business must employee 25 or fewer permanent employees.
- The maximum net worth of the business cannot exceed $1 million.
- The business must be located in the small business enterprise zone which consists of any county that borders Alachua County, as shown in Table 1.

Table 1
Small Business Enterprise Zone



The SBE program provides benefits for both bids and RFPs. Certified SBE vendors receive a 5% bid price preference and prime contractors that meet the 15% participation goal by subcontracting with certified SBEs can receive a 3% bid price preference. The monetary value of the bid price preference given shall not exceed $50,000 in any particular procurement. The RFP evaluation process awards a preference of 15 points for certified SBE vendors and up to 13 points for contractors that meet the SBE participation goal. Every competitive bid or proposal, if not submitted by an SBE, must demonstrate good faith efforts to utilize SBE subcontractors to be considered responsive.

Preference Policies / What is being done around the state?

In an effort to determine what is being done within the state regarding a local preference policy, the Purchasing Division conducted a survey, via phone and e-mail, of all sixty-seven counties as shown in, Table 2. In addition, we also had responses from thirty-nine cities within the state. Thirty-four counties and twenty-four of the cities surveyed have some type of local vendor preference. A detailed list of the counties and cities that were surveyed are included in **(Attachment C)**. Surprisingly, four (4) of the border counties that we strive to assist and have included in our SBE Zone have established a local vendor preference. Those counties are Bradford, Columbia, Gilchrist and Marion. The City of Gainesville also has a local vendor preference that only recognizes vendors that are located within the Gainesville city limits.

Table 2
Local Preference Policies in Florida

Local Govt. Entity	Participated	Local Preference	No Local Preference	Reciprocal policies
Counties	All 67	34	33	5
Cities	39	24	15	2

Survey completed by the Alachua county
Purchasing Division September 2010

Types of preferences:

There are many types of preferences that are offered such as simply awarding a tie bid to the local vendor. Some agencies allow a local and non-local vendor to present a "Best and Final Offer" when the local vendor is within a certain percentage of the lowest bid. Some even allow the local vendor to match the low bidder's price provided that the local vendor is within a certain percentage of the low bid.

Finally, the most common local vendor preferences usually provide some form of monetary advantage to the local vendor. Normally this is 3-5% of the bid price for a commodity or service. This means that if a local vendor submits a bid that is not the low, responsive, responsible bid, that local vendor's bid price will be reduced by the allowable percentage for bid comparison purposes only. The actual contract will be awarded at whatever the local vendor submitted as their bid price and the county will absorb the additional cost of not contracting with the low bidder. This is the type of preference currently used in our SBE program as shown in, Table 3.

Table 3
Example – 5% Bid Preference

Bidder	Amount of Original Bid	With SBE Preference	Adjusted Bid Amount	Preference Cost to County
Bidder #1	$1,980,000	No adjustment	$1,980,000	$20,000
Bidder #2 SBE Vendor	$2,000,000	$50,000 Adjustment	$1,950,000 Lowest Bid/Wins	SBE WINS County pays $2,000,000
Bidder #3	$2,300,000	No adjustment	$2,300,000	

Establishing a local vendor preference:

The purchasing code does not specify a local preference other than the resolution #92-31 mentioned previously. If the Board wishes to establish additional preferences, legally it can be done by amending the current purchasing code. Any policy on the use of local vendors should have as its goal the best interests of the municipality as a whole. Great care must be taken to insure that all vendors are treated equally and that no favoritism is shown to a particular vendor to the disadvantage of other local vendors.

Some advantages of a local preference policy are that it supports and encourages local businesses, that it would contribute to the local economy and that it would keep the tax dollars spent on contracts in the area. It may also support the County's strategic plan for a sustainable economic development by encouraging the development, expansion and retention of local business.

Some disadvantages are that there may only be a few vendors that benefit from the program at a cost to all taxpayers, firms that do not qualify as local may have a greater impact on the local economy than competing local firms and that it encourages surrounding entities to enact local preference and reciprocal policies. If all local governments in a region adopt a local preference, businesses may find that they are confined to one area, unable to bid successfully in other areas and unable to grow their business.

Reciprocity involves adding an additional percentage (the local preference percentage) onto a vendors bid if the vendor is from a local government entity with a local preference policy. The local vendor from a jurisdiction with a local preference policy is disadvantaged when bidding in an area without a local preference if a reciprocal policy is used. Reciprocity has been one of the biggest deterrents to agencies enacting a local preference in the past and could be a definite disadvantage to the same vendors who campaign for a local preference in our area. However, while there has been an obvious increase in local preference policies of late, seemingly there has been little regard to the issue of reciprocity.

Issues to discuss:

Many details will need to be decided if the County plans to pursue a local preference policy.

1. We will need to determine the definition for local. The current RFP process defines local as following:
   - Has a staffed and equipped office that has been engaged in the business solicited for, in Alachua County for at least twelve (12) months prior to the advertisement of the RFP, and
   - Holds all business licenses required by the State, the County or a city within the County; and
   - Employs at least one (1) full time employee (FTE), or part time employees' equivalent to one FTE, whose primary residence is in Alachua County.

After meeting with the Business Association of North Central Florida they are requesting that we strengthen the definition of local and have offered additional language that is provided in their letter dated October 19, 2010 **(Attachment D)**.

2. We will need to discuss what type of preference will be given. Do we utilize some form of monetary advantage for the local vendor as mentioned previously or do we request a best and final offer, which essentially does not cost the county any additional money? Marion County recently adopted a policy that allows a "best and final offer" when the local vendor is within 5% of the low bidder not located within Marion County.

3. Do we allow out of town vendors a preference if they utilize local vendors for subcontracting? If so what percentage of participation are they required to have and how many points are the allowed?

4. Will the local vendors or the SBE vendors have priority?

5. Do we add additional points in the RFP process?

6. Additional discussion.

Summary:

We have a current resolution #92-31 that supports economic development through increased use of local vendors. The purchasing division has been working diligently through processes and outreach efforts to assist both small and local businesses that wish to compete for the opportunity to sell their products and services to the County. We will continue to be proactive and support our local vendors with the practices and outreach programs that are in place. If a local preference policy is to be implemented than there are many details that will need to be decided such as how to define local, which type of preference will be given, do we allow a preference for subcontracting, do local or SBE vendors have priority and do we also enhance the RFP process. A policy can be put into place by amending the purchasing code at a public hearing.

Attachment A

RESOLUTION 92-31

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, EXPRESSING ITS SUPPORT OF ECONOMIC DEVELOPMENT IN ALACHUA COUNTY THROUGH INCREASED LOCAL VENDOR PARTICIPATION IN THE COUNTY'S BIDDING PROCESS; SUPPORTING ENHANCED LOCAL VENDOR AWARENESS OF COUNTY PURCHASING POLICIES AND PROCEDURES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Alachua County, Florida, desires to improve economic development in Alachua County through the increased use of local vendors whenever possible to fulfill its purchasing and procurement requirements; and,

WHEREAS, the Board believes that enhancing local vendor awareness of the County's established purchasing policies and procedures will accomplish this goal;

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

1. That all necessary steps be taken to expand the County's local vendor listing by working with the Greater Gainesville Area Chamber of Commerce and other local organizations to identify and contact local businesses to invite their participation in Alachua County's bidding process.

2. That the County's current effort be intensified to increase local vendor awareness of the existing County purchasing policy which allows the County to purchase directly from local vendors when such local vendors offer goods, materials, supplies, and services at a price equal to or less than the price established by the State of Florida Purchasing Division.

3. That the County promote increased vendor awareness of procedures for doing business with Alachua County through

County-sponsored workshops held in conjunction with the Greater Gainesville Area Chamber of Commerce and by County participation in vendor trade fairs and other forums, all designed to provide local vendors with information on doing business with the County.

4. That staff be directed to prepare for consideration by the Board an amendment to the County's Purchasing Code which provides for award of bids to local vendors when factors and priorities such as price, quality and adherence to specifications, services, drug free workplace, and small and minority business certification are equal.

5. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 21 day of April, A.D., 1992.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: Leveda Brown
Leveda Brown, Chairman

ATTEST:
A. Curtis Powers
A. Curtis Powers, Clerk

(SEAL)

APPROVED AS TO FORM
Mary A. Marshall
Alachua County Attorney

ARTICLE II. - SMALL BUSINESS ENTERPRISE PROGRAM

Sec. 22.30. - Purpose and intent of article.
Sec. 22.31. - Certification.
Sec. 22.32. - False representation.
Sec. 22.33. - Acquisition of professional services.
Sec. 22.34. - Reservation of contracts.
Sec. 22.35. - SBE preference.
Sec. 22.36. - Responsiveness of bids—Good faith efforts.
Sec. 22.37. - Assistance program.
Sec. 22.38. - Implementation of policy; monitoring of compliance.

Sec. 22.30. - Purpose and intent of article.

The lack of small business participation in the national economy is reflected in state and local contracting for the purchasing of commodities, services, and capital improvement contracts. Therefore, the purpose and intent of this article is to provide the maximum opportunity for increased participation of small businesses in the county's procurement system.

(Ord. No. 86-8, § 22, 3-11-86; Ord. No. 94-8, § 11, 5-24-94; Ord. No. 06-28, § 1, 9-12-06)

Sec. 22.31. - Certification.

For the purposes of this chapter, the following certification requirements shall govern:

(1) The equal opportunity division (EO division) shall certify small business enterprises (SBE) for use by the county in its purchasing and procurement process. The EO division will maintain an up-to-date electronic list of SBE.
   a. To become certified, a small business must be currently performing a useful business function, located in the SBE zone, have 25 or fewer permanent, full-time employees and have a net worth not exceeding $1,000,000.
   b. A "useful business function" is one which results in the provision of materials, supplies, equipment, or services to customers. For this reason, merely acting as a financial conduit to transfer funds to a non-SBE will not constitute a useful business function, unless it is done as a part of normal industry practices.
   c. The county manager or designee will approve a list of neighboring counties to comprise the SBE zone.
   d. Certifications for SBE are valid for one year from certification date.

(2) The purchasing division shall secure a list of SBE from the EO division for use in the bid solicitation process, and encourage the use of this list by all departments in their procurement activities.

(3) The county's purchasing and EO divisions shall continually endeavor to identify small businesses which are eligible for certification in all areas of county procurement.

(4) Any change of ownership or circumstances that may affect certification eligibility of an SBE must be reported to the EO division, within 14 days of the change taking place. In the event of a change, the current owner is responsible for fulfilling this reporting requirement prior to seeking business with the county.

(Ord. No. 86-8, § 23, 3-11-86; Ord. No. 06-28, § 2, 9-12-06; Ord. No. 08-18, § 14, 8-12-08)

Sec. 22.32. - False representation.

(a) It is unlawful for any individual or entity to knowingly submit false information in order to qualify for SBE certification.

(b) Any contractor that falsely represents to the county that it is an SBE, or knowingly submits false information or represents that it will use the services or commodities of an SBE and subsequently does not, shall be deemed in breach of contract. Upon a determination that a breach has occurred, all payments under the contract or any other arrangement shall be immediately suspended. The contractor may show that it attempted in good faith to comply with the terms of the contract but was unable to comply. If the county determines that the contractor did not act in good faith, all amounts paid to the contractor under the county contract or agreement intended for expenditure with the SBE shall be forfeited and

recoverable by the county. In addition, the contract or agreement may be rescinded and the department or division may return all unused goods received and recover all amounts paid under the contract.

(c) Any contractor or affiliate determined to have falsely represented that it or a subcontractor is an SBE, or determined to have not acted in good faith to fulfill the terms of a contract calling for it to use the services or commodities of an SBE, will be considered under the county's suspension and debarment policy.

(Ord No 86-8 § 24 3-11-86; Ord No 06-28 § 3 9-12-06)

Sec. 22.33. - Acquisition of professional services.

When procuring professional services, the county shall endeavor to include SBE. The county's administrative procedures for the formal evaluation of professional services shall include but not be limited to, capabilities, adequacy of personnel, past record, experience, SBE status, and such other relevant factors.

(Ord No 86-8 § 25 3-11-86; Ord No 06-28, § 4 9-12-06; Ord No 08-18 § 15, 8-12-08)

State law reference— *Florida Small and Minority Business Assistance Act of 1985, F S § 288 702 et seq*

Sec. 22.34. - Reservation of contracts.

(a) The county may reserve contracts to be awarded only to SBE. The county shall review all of its needs and requirements in each fiscal year, and shall determine which contracts may be reserved for bidding only by SBE. This reservation may only be used when it is determined, before dissemination of the request for proposals or invitation to bid, that there are capable, qualified, SBE available within the SBE zone who are interested and willing to bid on these contracts in order to provide for effective competition. Once a decision has been made to reserve a contract the county shall estimate what it expects the dollar amount of the contract to be, based on the nature of the contract and its value under prevailing market conditions. If all the bids received are over this estimate, the county may reject the bids and open the bidding to all vendors and contractors. Before contracts can be reserved for bidding only by SBE, the county manager, in conjunction with the equal opportunity manager and purchasing manager, must determine that such a reservation is in the best interest of the county.

(b) The county may reserve any construction contract for competitive bidding only among contractors who agree to utilize SBE as subcontractors or subvendors. The percentage of funds which must be expended with SBE subcontractors and subvendors shall be determined by the county before the contracts is reserved. In order to bid on a construction contract so reserved, the contractor shall identify those SBE which will be utilized as subcontractors or subvendors. Once a decision has been made to reserve a contract, but before bids are requested, the county shall estimate what it expects the amount of the contract to be, based on the nature of the contract involved and its value under prevailing market conditions. If all the bids received are over this estimate, the county may reject the bids and open the bidding to all vendors and contractors. It is the express responsibility of the contractor to verify that all SBE which will be utilized as subcontractors or subvendors are currently certified by the county.

(Ord No 86-8 § 26 3-11-86; Ord No 90-9, § 16, 2-20-90; Ord No 94-8 § 12 5-24-94; Ord No 06-28, § 5 9-12-06)

Sec. 22.35. - SBE preference.

(a) The county will award a five-percent bid price preference, not to exceed $50,000.00 on any single bid, to any SBE that submits a bid to the county.

(b) The county will award a three-percent bid price preference, not to exceed $50,000.00 on any single bid, to any contractor that agrees to use SBE for at least 15 percent of the dollar value of the bid.

(c) The monetary value of the bid price preference given to a certified SBE in any particular procurement shall not exceed $50,000.00.

(d) If the adjusted bid price of the SBE vendor is equal to or lower than the original lowest responsive bid, the SBE will be awarded the contract.

(e) The county will award a preference in evaluation points to SBE or contractors that meet the SBE participation goal in its RFP response.

(f) The EO and purchasing divisions will formulate and present for adoption any rules necessary to implement the SBE preference in order to guide the county toward having a certain percentage of its expenditures for materials, supplies, equipment, services or construction placed with SBE.

(g) SBE preference does not apply to contracts that are reserved in accordance with section 22.34 above. SBE bid preferences will not be combined.

(Ord No 86-8 § 27, 3-11-86; Ord No 90-9 § 16 2-20-90 Ord No 06-28 § 6 9-12-06)

Sec. 22.36. - Responsiveness of bids—Good faith efforts.

(a) Every competitive bid or proposal, if not submitted by a SBE, must demonstrate good faith efforts to utilize SBE as subcontractors or subvendors.

(b)

The county may consider written documentation submitted with the bid package or proposal in determining whether a contractor has made one or more good faith efforts including, but not limited to:

(1) Whether the contractor attended any presolicitation or prebid meeting that was scheduled by the county to inform SBE of contracting and subcontracting opportunities;

(2) Whether the contractor advertised in a general circulation, trade association, and/or SBE focus media concerning the subcontracting opportunities;

(3) Whether the contractor provided written notice to a reasonable number of SBE that their interest in the contract was being solicited in sufficient time to allow the SBE to participate effectively;

(4) Whether the contractor followed up initial solicitations of interest by contacting SBE to determine whether a SBE is interested;

(5) Whether the contractor selected portions of the work to be performed by SBE in order to increase the likelihood of meeting the SBE goals of the county, including, where possible, breaking down contracts into economically feasible units to facilitate SBE participation;

(6) Whether the contractor negotiated in good faith with interested SBE, not rejecting SBE as unqualified without sound reasons based on investigation of their capabilities;

(7) Whether the contractor made efforts to assist interested SBE in obtaining bonding, lines of credit, or insurance required by the county and/or the contractor; and

(8) Whether the contractor effectively used the services of available small business community organizations; small business contractors' groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of small businesses.

(c) The county may waive the good faith requirement for procurement where sub-contracting is not applicable or in order to ensure adequate competition.

(Ord No. 86-8, § 28, 3-11-86; Ord. No. 90-9, § 16, 2-20-90; Ord. No. 06-28, § 7, 9-12-06)

Sec. 22.37. - Assistance program.

The SBE assistance program is established within the department of administrative services under the EO division and will report all recommendations and activities associated with the SBE program directly to the county manager. This program will assist, encourage, and serve as a liaison for a SBE to become a supplier of materials, supplies, equipment, or services to the county government. In addition, the EO and purchasing divisions shall:

(1) Review and comment on any changes to a county policy, rule or regulation relating to SBE procurement;

(2) Receive, compile and disseminate information on procurement opportunities, availability of SBE and available technical assistance;

(3) Refer all information on any business suspected of misrepresenting its SBE status to the county manager's office;

(4) Maintain a central list of certified SBE, provide it upon request, and maintain a process for timely and independent verification of the status of businesses currently certified and seeking certification from the County as an SBE; and

(5) Host, not less than annually, a workshop to assist small businesses located in the SBE zone to obtain SBE certification and to do business with the county.

(6) Present a written report to the board of county commissioners quarterly on the SBE Program.

(Ord No. 86-8, § 29, 3-11-86; Ord. No. 90-9, § 16, 2-20-90; Ord. No. 94-8, § 13, 5-24-94; Ord No. 06-28, § 8, 9-12-06)

Sec. 22.38. - Implementation of policy; monitoring of compliance.

In order to systematically augment a viable SBE component within the county's purchasing and procurement system, the EO manager and the purchasing manager shall be delegated the following powers and duties to fulfill their responsibilities and functions:

(1) Establish and compile a system of coordinated, uniform procurement policies, procedures, and practices to implement the SBE program.

(2) Establish and strongly encourage the expenditure of 15 percent of the total competitive procurement monies with SBE for materials, supplies, equipment, services and construction.

(3) Formulate and establish a system to record and measure the use of SBE in county contracting. This system shall maintain information and statistics on SBE participation, in order to analyze the progress of the SBE program.

(4) The purchasing manager shall annually report the contractual or procurement disbursements made to SBE to the county manager. This information shall be made available to the board of county commissioners as well as the public at large. The purchasing division shall be responsible for the accuracy of information provided.

(Ord No. 86-8, § 30, 3-11-86; Ord No. 90-9, § 16, 2-20-90; Ord No. 06-28, § 9, 9-12-06)

Local Gov Entity	Local Preference	Reciprocal Policy
Counties of Florida		
Alachua County	No	No
Baker County	Yes	No
Bay County	Yes	No
Bradford County	Yes	No
Brevard County	Yes	No
Broward County	Yes	Yes
Calhoun County	Yes	No
Charlotte County	Yes	No
Citrus County	Yes	No
Clay County	No	No
Collier County	Yes	Yes
Columbia County	No	No
Desoto County	Yes	No
Dixie County	No	No
Duval County	No	No
Escambia County	No	No
Flagler County	Yes	No
Franklin County	No	No
Gadsden County	No	No
Gilchrist County	Yes	No
Glades County	Yes	No
Gulf County	Yes	No
Hamilton County	No	No
Hardee County	Yes	No
Hendry County	Yes	No
Hernando County	No	No
Highlands County	Yes	No
Hillsborough County	No	No
Homes County	Yes	No
Indian River County	No	No
Jackson County	Yes	No
Jefferson County	Yes	No
Lafayette County	No	No
Lake County	No	No
Lee County	Yes	No
Levy County	No	No
Leon County	Yes	Yes
Liberty County	No	No
Madison County	Yes	No
Manatee County	Yes	No
Marion County	Yes	No
Martin County	Yes	No
Miami-Dade County	Yes	Yes

Local Gov Entity	Local Preference	Reciprocal Policy
Monroe County	Yes	No
Nassau County	No	No
Okaloosa County	No	No
Okeechobee County	No	No
Orange County	No	No
Osceola County	No	No
Palm Beach County	Yes	Yes
Pasco County	No	No
Pinellas County	No	No
Polk County	Yes	No
Putnam County	Yes	No
St. Johns County	No	No
St. Lucie County	Yes	No
Santa Rosa County	No	No
Sarasota County	No	No
Seminole County	No	No
Sumter County	No	No
Suwannee County	No	No
Taylor County	Yes	No
Union County	No	No
Volusia County	No	No
Wakulla County	Yes	No
Walton County	No	No
Washington County	No	No
Cities of Florida		
Alachua	?	?
Boca Raton	No	No
Cooper City	Yes	No
Coral Springs	No	No
Daytona Beach	Yes	No
Deerfield Beach	No	No
Fort Lauderdale	No	No
Fort Pierce	Yes	No
Gainesville	Yes	No
Green Cove Springs	No	No
Hollywood	Yes	No
Jacksonville	No	No
Lakeland	Yes	No
Lauderdale Lakes	Yes	No
Lauderhill	No	No
Leesburg	Yes	No
Longwood	No	No
Margate	No	No

Attachment C

Local Gov Entity	Local Preference	Reciprocal Policy
Miami	Yes	No
Miami Beach	No	No
Miramar	Yes	No
North Miami	Yes	No
Ocala	Yes	Yes
Oldsmar	No	No
Orange Park	No	No
Orlando	No	Yes
Pompano Beach	No	No
Port Orange	Yes	No
Punta Gorda	No	No
Sarasota	No	No
St. Petersburg	No	No
Stuart	No	No
Sunrise	No	No
Tallahassee	Yes	No
Tamarac	No	No
Tampa	No	No
Tarpon Springs	No	No
Titusville	Yes	No
Town of Davie	No	No
Wilton Manors	No	No

Attachment D

BUILDERS ASSOCIATION
BA·NCF OF NORTH CENTRAL FLORIDA

Gina M. Hill
Executive Vice President

October 19, 2010

Larry M. Sapp, CPPB
Alachua County Purchasing Division
201 E University Ave
Gainesville, FL 32601-5457

Subject: Local Vendor Preference

Dear Mr. Sapp,

We appreciate the local vendor preference Alachua County currently offers. We would like to offer the following language to strengthen the policy.

Local Vendor Preference proposed amendment:

1. A local vendor is a business that meets *all* of the following requirements:
    a. Has its headquarters, a manufacturing facility, a locally –owned franchise or an operating branch physically located within Alachua County;
    b. Has been in operation in Alachua County for a minimum of 18 months prior to the issuance of a formal solicitation;
    c. Has paid business or real property tax to Alachua County or a municipality located within the County.
    d. Holds a business licenses in the County or a municipality within the County
    e. Employs at least one (1) full time employee (FTE) who holds a management position within the company, whose primary residence is in Alachua County.
    f. If using subcontractors, will reach a 50% aggregate subcontracted amount of subcontractors who meet (a), (b), (c), (d) and (e) above.

    *We understand these preferences can only be applied to projects solely supported by county funds. If state or federal funds are involved, these considerations are suspended.

We are also requesting a heavier consideration in the professional services evaluation. The current evaluation in the Alachua County Professional Services RFP Evaluation Handbook includes 10 points out of 400. This is a 2.5% advantage. We request increasing the percentage to 5%. Other Florida counties are allowing a 5% advantage and Marion County offers a 10% advantage.

We appreciate your consideration in the matter and please feel free to contact me with any questions.

Sincerely,

Matthew Webster

Matthew Webster
Treasurer & County Government Affairs Chairman

May 24, 2011 Regular BoCC Meeting
Agenda Item #13

Title
Unified Land Development Code Update 2011 (Amended)

Amount
N/A

Description
Presentation to describe the Unified Land Development Code update currently underway to implement the recently adopted EAR-based Comprehensive Plan Amendments.

Recommendation
Hear the presentation to describe the ULDC update currently underway to implement the recently adopted EAR-based Comprehensive Plan Amendments

Alternative(s)
Do not hear the presentation

Requested By
Missy Daniels, Senior Planner, 374-5249

Originating Department
Growth Management

Attachment(s) Description
PowerPoint

Documents Requiring Action
None

Executive Summary
County staff is currently working on new and revised language to update the Unified Land Development Code (ULDC). The recently adopted EAR-based Comprehensive Plan Amendments necessitated some of these changes. In addition, staff is proposing clarifications and updates to existing code requirements. County staff intends to have public workshops with the Board prior to a request to advertise the first and second readings of the ordinances that will eventually amend the Code.

Background
In April 2011 the County Commission adopted the EAR-based Comprehensive Plan Amendments. The Comprehensive Plan is implemented through the County's Unified Land Development Code (ULDC). In order to implement some of the updated policies in the Comprehensive Plan, the ULDC needs to be updated. In 2006, the County Commission revised the language and formatting of the ULDC. Since that time staff has noticed regulations that need clarification or areas where guidelines were lacking. As part of the comprehensive update for the EAR-based amendments staff has also incorporated these necessary clarifications and new standards. Updating the ULDC will require two readings of the ordinance, or two public hearings. Before then, staff intends to hold public workshops with the County Commission on the draft language. It is estimated that the final hearing for adopting the updated Code will be held in the fall.

Issues
As we move into the public workshops, staff will be seeking policy direction on some of the proposed ULDC amendments.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

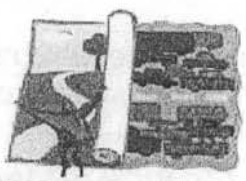
Funding Sources
n/a

Account Code(s)
n/a

Attachment: ULDC_Update_Presentation.pdf

Unified Land Development Code Update 2011

May 24, 2011



Process for Updating the ULDC

- Board workshop to discuss working drafts
- Workshops with community organizations or citizens as requested
- Request to advertise
- First Reading/Public Hearing
- Second Reading/Adoption Public Hearing

Recent Activity

- EAR-based Comprehensive Plan update adopted April 5, 2011
- Working with Revised Code since 2006 – clarifications and updates needed
- Legislative changes

Ear Based Updates

- Activity Centers & Mixed-Uses
  - Generally applicable development standards
  - Alternative standards for redevelopment
  - Changes to light industrial standards
  - Energy efficient design standards
  - Modified open space standards for urban areas

EAR Based Updates

- Water and Wastewater
  - New Springs and Groundwater Protection Article
    - effluent discharge standards for new and existing treatment plants
    - standards for new & existing septic systems
    - increased wetland buffers for some activities
    - Clarify materials allowed in mining/excavation pits
    - Other related technical changes
  - Deletion of Urban Services Line references

EAR Based Updates

- Agriculture and Related Uses
  - New urban agriculture uses
  - Updates to existing standards
- Accessory Dwelling Unit Changes
- Bald Eagle Nesting Zone Updates

DRC Related Changes

- Establish institutional thresholds
- DRC advertising clarified
- Minor plan authority
- Survey requirements for DRC applications
- Section line setback clarifications
- Clarification of tree removal requirements for surveying

Updated General Standards

- Clarify produce stand requirements
- Revise home-based business standards
- Section line setback clarifications
- Infill lot standards
- Revise sign regulations for clarification

Updated General Standards

- Add school concurrency exceptions
- Expand allowances for research and development facilities
- Parking in Right-Of-Way
- Clarify neighborhood workshops for major amendments

New or Expanded Sections

- Outdoor doggy dining
- Internet Cafes
- Outdoor lighting - Expanded
- Camping standards/hunting camps - expanded
- Community Gardens
- Farmer's Markets

- Other suggestions?

Tentative Timeline to adoption

- July 12, 2011 at 5:00 p.m.
  - Public Workshop – Working drafts presented for discussion to the County Commission and the public
- August – Request to advertise
- September – First Reading
- October – Second Reading

Contact Information

- For questions, comments or suggestions:

- Alachua County Department of Growth Management
- (352) 374-5249
- mdaniels@alachuacounty.us

May 24, 2011 Regular BoCC Meeting
Agenda Item #14

Title
Proposed CVS Pharmacy at NW 23rd Avenue and NW 43rd Street (Amended)

Amount
N/A

Description
Request Approval of the Agreement between Alachua County and Boos Development Group, Inc. in connection with a new CVS Pharmacy at NW 23rd Avenue and NW 43rd Street

Recommendation
Direct staff to prepare an agreement between Alachua County and Boos Development Group, Inc. for construction reimbursement in connection with proposed CVS Pharmacy at the northwest corner of the intersection of NW 43rd Street and NW 23rd Avenue.

Alternative(s)
Direct staff not to prepare an agreement and provide staff with direction

Requested By
Richard Hedrick (contact: Michael Fay 352-548-1218)

Originating Department
Public Works Department

Attachment(s) Description
Draft CVS Site Plan Draft NW 23rd Avenue Plan

Documents Requiring Action
N/A

Executive Summary
The developers of the proposed CVS Pharmacy at the northwest corner of the intersection of NW 23rd Avenue and NW 43rd Street are seeking relief in terms of the construction of a median divider along their NW 23rd Avenue frontage. During the development of the NW 23rd Avenue plans, staff had proposed the installation of a median divider along the entire frontage of the strip mall located on this corner. Boos Development Group, Inc. has an option to purchase the strip mall and the adjacent seafood restaurant just north of the intersection with the intent of redeveloping the site for a CVS Pharmacy. The existing owners of the property had resisted the installation of the median divider and alluded to making a claim for business damages. Boos Development Group, representing CVS Pharmacy, agrees to restrict their connection to NW 23rd Avenue to a right-in/right-out only condition. In addition to a splitter island at the proposed driveway, a median divider is needed to restrict illegal movements in and out of the driveway. Since the County would have borne the costs of the median divider, the developer is asking for reimbursement for the cost of installation of the median divider. Public Works staff, in the interest of fairness, agrees that reimbursement is appropriate. Boos Development Group would bear all other costs, including signage and temporary restriping and maintenance of traffic that would not have been a part of the County's project.

Background

Because of the timing of the proposed NW 16th Avenue/16th Boulevard/NW 23rd Avenue project, the developers of the proposed CVS Pharmacy at the northwest corner of the intersection of NW 23rd Avenue and NW 43rd Street is seeking relief in terms of the construction of a median divider along their NW 23rd Avenue frontage. During the development of the NW 23rd Avenue plans, staff had proposed the installation of a median divider along the entire frontage of the strip mall located on this corner. Boos Development Group has an option to purchase the strip mall and the adjacent seafood restaurant with the intent of redeveloping the site for a CVS Pharmacy. The existing owners of the property had resisted the installation of the median divider and alluded to making a claim for business damages. Boos Development Group, representing CVS Pharmacy agrees to restrict their connection to NW 23rd Avenue to a right-in/right-out condition. In addition to a splitter island at the proposed driveway, a median divider is needed to restrict illegal movements in and out of the driveway. Since the County would have borne the costs of the median divider, the developer is asking for reimbursement for the cost of installation of the median divider. Public Works staff, in the interest of fairness agrees that reimbursement is appropriate. Boos Development Group would bear all other costs, including signage and temporary restriping maintenance of traffic that would not have been a part of the County's project. This will also alleviate any claims to business damages. This is being presented to the Board in advance of the full presentation of the NW 16th Avenue/NW 16th Blvd/NW 23rd Avenue because the final development plan approval for the CVS Pharmacy is tentatively scheduled to appear before the Development Review Committee on June 9th. The anticipated cost of the reimbursement is estimated to be $. Actual amount of the reimbursement will be based on the actual contract amount that we will require Boos Development to provide for preparation of a developer's agreement.

Issues
Without the Board's concurrence, the redevelopment plan may not move forward and the safety and operational improvements on NW 23rd Avenue would be jeopardized by the resistance of the existing property owners.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: CVS Site Plan.pdf
Attachment: Draft NW 23rd Avenue Plan.pdf

FOR AGENCY REVIEW ONLY - NOT FOR CONSTRUCTION

MASTER SITE AND AMENITY CENTER PLAN

CVS PHARMACY
NW 23RD AVE. & NW 43RD ST.
ALACHUA COUNTY, FLORIDA

DRAWING NO. 4

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14775 OLD ST. AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER 2584
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

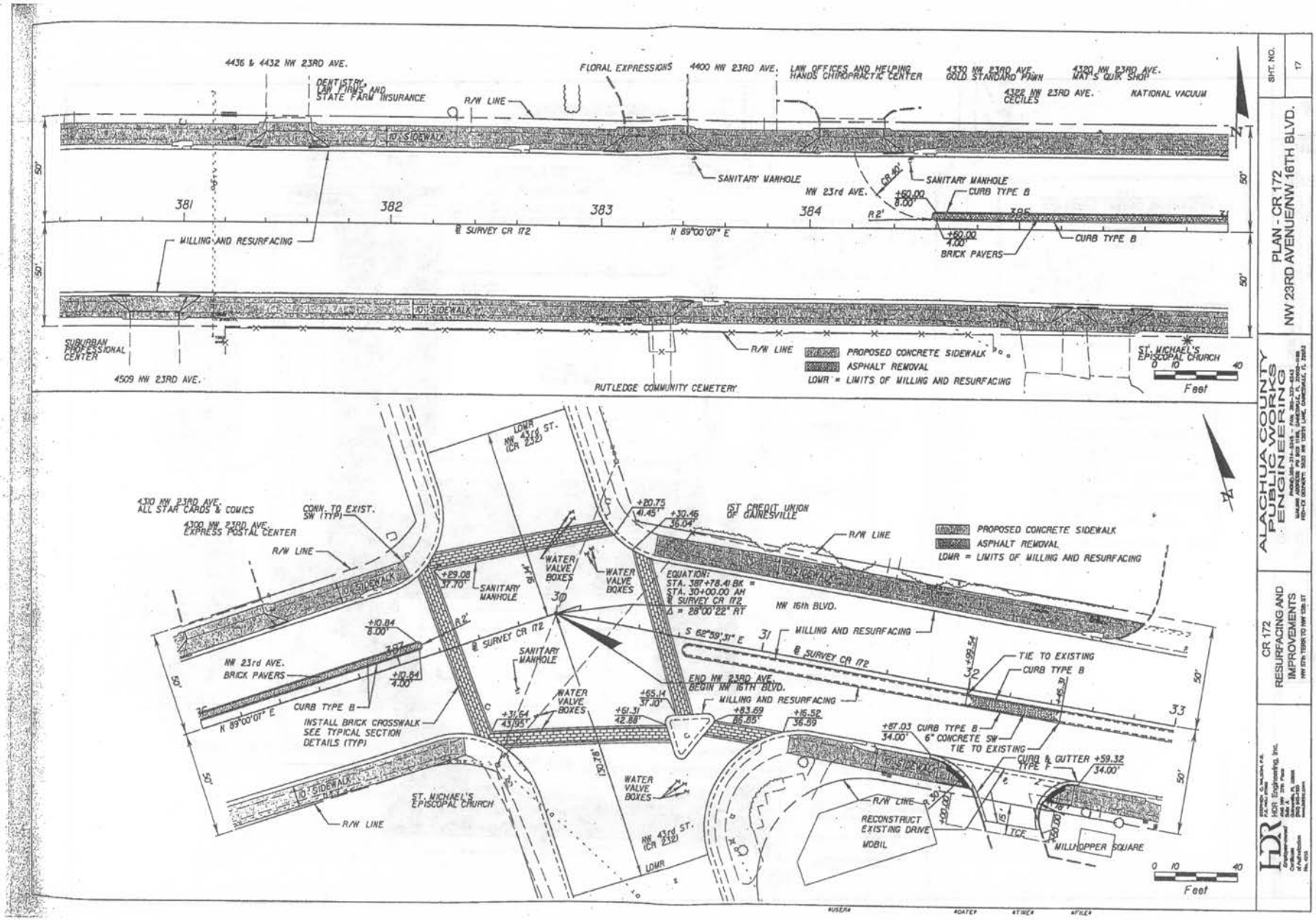
F.B. NO. 08-227-29-003	
DRAWN BY: MAL	
CHECKED BY: CAS	
CHECKED BY: PMA	
DATE: 03/26/2011	

REVISIONS

PLANS PREPARED UNDER THE DIRECTION OF:
K.T. PEDER MA PE
P.E. NO. 46681

NOTES:
1. SEE SHEET NO. 2 FOR GENERAL SITE NOTES AND LEGEND.
2. CONTRACTOR SHALL NOT SCALE PLAN, BUT SHALL REFER TO PLAN DIMENSIONS FOR ALL HORIZONTAL LINE DIMENSIONS.
3. ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
4. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
5. REFER TO ARCHITECTURAL AND HARDSCAPE PLANS FOR DETAILS ASSOCIATED WITH HARDSCAPE AREAS.
6. SITE LIGHT POLE LOCATIONS PROVIDED BY LSI ARCHITECTS.
7. CONTRACTOR TO COORDINATE BUILDING ENVELOP WITH ARCHITECTURAL PLANS.

CONCRETE TRAFFIC SEPARATORS
N.T.S.



SHT. NO. 17

PLAN - CR 172
NW 23RD AVENUE/NW 16TH BLVD.

ALACHUA COUNTY PUBLIC WORKS ENGINEERING

CR 172
RESURFACING AND IMPROVEMENTS
NW 13th TERR TO NW 13th ST

HDR Engineering, Inc.

May 24, 2011 Regular BoCC Meeting
Agenda Item #15

Title
Proposed Alachua County Eastside Community Redevelopment Area (Amended)

Amount
N/A

Description
The Report on Development of Alachua County Eastside Community Redevelopment Area

Recommendation
Authorize staff to proceed with data collection and analysis, field work and documentation of community conditions necessary to: prepare a Finding of Necessity for the conceptual study area; Develop the Resolutions necessary to establish an Alachua County Community Redevelopment Agency; and, bring the Finding of Necessity and Resolutions to the Board of County Commissioners with a request for authorization to advertise the Public Hearing to consider adoption of the resolutions.

Alternative(s)
Do not authorize staff to proceed and provide further direction.

Requested By
Michael Castine

Originating Department
Growth Management

Attachment(s) Description
Report on Development of Alachua County Eastside Community Redevelopment Area Alachua County Eastside Community Redevelopment Area - Powerpoint Presentation

Documents Requiring Action
Report on Development of Alachua County Eastside Community Redevelopment Area

Executive Summary
Local governments are encouraged to establish Community Redevelopment Areas to eliminate and help prevent the spread of blight, which is an indicator of community decline. The establishment of the Eastside Community Redevelopment Area represents the County's commitment to reinvest in the community, thus extending the Board of County Commissioners' commitment to the principles of economic development, community investment and sustainability, and implements adopted policies in the County's Comprehensive Plan. The report and accompanying presentation provide information about the action steps to establish the CRA – including a work plan, the components of the CRA, and a description of the redevelopment plan, as well as a map of the conceptual study area and a summary of the community input received to date.

Background
The establishment of a Community Redevelopment Area (CRA) by local governments is authorized by Chapter 163 of the Florida Statutes. A community redevelopment area is a defined sub-area of a city or county that is targeted for revitalization and economic development. The primary use of a CRA is as a mechanism for stimulating investment and fostering job growth in a specific area. Several policy decisions have set the framework for the establishment of an Eastside CRA. The Plan East Gainesville community

planning and visioning process culminated in a final report which outlined a plan for the revitalization of East Gainesville. The County's Comprehensive Plan Future Land Use Element was amended in 2006 to include the applicable goals and objectives of Plan East Gainesville. Specifically, Future Land Use Element Policy 8.5.2 references the Eastside Activity Center as a foundation for the development of a CRA. The Eastside Activity Center Master Plan, updated in 2009, provides a land use framework to implement the revitalization objectives of Plan East Gainesville. Developed in collaboration with the residents and property owners within the Activity Center and surrounding area, the Eastside Activity Center Master Plan provides for employment-based mixed use development in the area around SE 43rd Street and Hawthorne Road, including mixed-use employment and neighborhood conveneince land uses, as well as a variety of low-, medium-, and high-density mixed use residential development areas. Finally, the County's Unified Land Development Code was amended to implement the Activity Center policies. The establishment of the Eastside CRA would represent the next step to build upon the groundwork that has been put into place to spur economic development in this community. The project timeline is provided on page 5 of the attached report and identifies seven milestones for the project. Major milestones that will require decisions by the Board of County Commissioners include adoption of the Finding of Necessity and the resolutions establishing the Community Redevelopment Agency (October 2011), and adoption of the CRA Redevelopment Plan, CRA Boundary, and funding options developed by the Community Redevelopment Agency (January 2012).

Issues
Should staff proceed with the next steps in the development of the Alachua County Eastside Community Redevelopment Area for consideration by the Board of County Commissioners?

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Eastside CRA Report May 24 2011.pdf
Attachment: CRA Workplan Memo Jan 11.pdf
Attachment: Eastside CRA slideshow May 24 2011.pdf

ALACHUA COUNTY
DEPARTMENT OF GROWTH MANAGEMENT

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Development Review Manager

John Freeland, CBO
Building Official

Benny Beckham
Zoning Administrator

Jonathan Paul, AICP,MA²
Concurrency and Impact Fee Manager

January 11, 2011

MEMORANDUM

TO: Board of County Commissioners

VIA: Randall H. Reid, County Manager

VIA: Steven Lachnicht, Director of Growth Management

FROM: Michael Castine, Planner

SUBJECT: Eastside Community Redevelopment Area

Purpose

The purpose of this memo is to inform the Board of County Commissioners of the work plan and community participation process to establish an Eastside Community Redevelopment Area (CRA) as authorized by Chapter 163 of the Florida Statues. This activity implements Comprehensive Plan policies and direction from the Board of County Commissioners intended to help revitalize the area in the vicinity of the Eastside Activity Center (see attached map) as a component of the Plan East Gainesville vision. This memo provides an overview of the major activities, policy background, and a description of the establishment and function of CRAs. Attachments providing maps and further explanation of issues relating to CRAs including funding, operations, and available incentive tools are provided in the Appendix.

A Community Redevelopment Area is a defined sub-area of a city or county that is targeted for revitalization and economic development by a Community Redevelopment Agency, whose objective is to provide a foundation and mechanism for stimulating investment and fostering job and income growth in the community. The Redevelopment Plan adopted by the CRA is the strategic plan for revitalizing the community, attracting additional development, and fostering business expansion and should include specific near-term, mid-term and long-term projects, some of which could be funded with a General Fund appropriation, especially near-term, relatively low-cost items.

Examples of common projects for CRAs include: streetscapes and roadway improvements; building renovations; new building construction; flood control initiatives; water and sewer improvements; parking lots and garages; neighborhood parks; sidewalks installations; and street tree plantings.

A variety of tools are available to facilitate redevelopment within a CRA. Some of the kinds of redevelopment incentives that CRAs can offer include: Loans, interest or rent subsidies; local, state or Federal grants or loans; micro-loans to small businesses; public assembly of land, land donation, reduced land cost; shared cost of upgraded or new utility/infrastructure; environmental cleanup costs; relocation/training costs; cash payment for developer's costs; reduced impact fees; façade improvements; and affordable housing loans and grants to developers.

A key tool available to CRAs is the ability to retain and reinvest a specified portion of the increased property tax revenue that results from the increased property values associated with development and redevelopment consistent with the CRA plan and within the CRA district, known as Tax-Increment Financing (TIF). TIF is a revenue source that can help fund initiatives that are designed to stimulate economic development. Having a TIF tool in place can provide the opportunity for leveraging additional funding sources such as grants, micro-loan programs, public-private partnerships and related activities to enhance the quality of life and economic opportunity in the CRA. Capture and reinvestment of the increment in tax revenues generated within the CRA should also in the long term help enhance the tax base for the local government.

Policy Background

Several policy decisions set the framework for consideration of a CRA.

The Plan East Gainesville Final Report outlined a plan in 2003 for the revitalization of East Gainesville. Plan East Gainesville was developed by the Metropolitan Transportation Planning Organization (MTPO), and was the result of a year-long collaboration between Alachua County, the City of Gainesville, Gainesville Regional Utilities, and the Florida Department of Transportation and the community and addressed the themes of land use, land conservation, transportation, and infrastructure.

Subsequently, the Comprehensive Plan Future Land Use Element was amended in 2006 to incorporate the applicable goals and objectives of Plan East Gainesville as a guiding vision for the area. In particular, Future Land Use Policy 8.5.2 states "use the updated Eastside Activity Center as a foundation for development of a Community Redevelopment Area."

The Eastside Activity Center Master Plan was updated in 2009, following a community participation process. The amended Master Plan established mixed-use land use

categories and land use policies to implement the revitalization objectives first outlined in Plan East Gainesville and enhance the housing, transportation and employment opportunities for residents.

Following adoption of the amended policies for the Eastside Activity Center, the Alachua County Unified Land Development Code was amended to implement the Activity Center policies in the Comprehensive Plan. The Eastside Activity Center Overlay District established zoning categories that implement the residential and commercial mixed-use designations.

Major Activities

The Work Plan and timeline includes the following milestones:

- Community meetings to discuss CRA: Jan – Feb 2011
- Workshop/Update to County Commission: March – April 2011
- Initiate Study for Finding of Necessity: May – June 2011
- Formal Action of Finding of Necessity & establish CRA Board: August – September 2011
- Draft Redevelopment Plan: October 2011 – December 2011
- Adopt Redevelopment Plan: Jan – Feb 2012

Community participation will be a fundamental component of establishing the Eastside CRA. Informal workshops and public meetings with residents, business owners, community leaders and interested groups will be held to introduce the CRA concept and the benefits to the community, explain the relationship of the CRA to existing community enhancement efforts including the City of Gainesville's CRA in adjacent areas, generate ideas for projects to discuss and consider for inclusion in the Redevelopment Plan, and define the boundary of the CRA.

The Eastside Activity Center is the core of a Conceptual Study Area identified by staff for consideration as a CRA, as directed by Comprehensive Plan Future Land Use Element Policy 8.5.2. The Conceptual Study Area (Map 1) generally includes the portion of the Urban Cluster that is east of and adjacent to the City of Gainesville, south of University Avenue, west of Newnan's Lake, and north of SE 24th Avenue. This area is adjacent to portions of the City of Gainesville's Eastside CRA and also includes the greatest portion of the higher-intensity commercial and mixed-use land use designations in the area, as well as supporting residential land use designations.

Using the Conceptual Study Area for the Eastside CRA (Map 1), a study of the existing conditions within the proposed Eastside CRA will be initiated to determine whether conditions exist that meet the statutory definition of slum or blight. Examples of the kinds of conditions that contribute to a Finding of Necessity include lack of access to sewer, inadequate street design, lack of access to parks, low and stagnant property values, and relatively high incidence of poverty. Upon completion of the study, formal

action by the Board of County Commissioners will be required to make the Finding of Necessity, which is formal recognition of the conditions and a determination that a CRA is warranted.

Following the community outreach meetings, a workshop with the Board of County Commissioners will be scheduled to provide the results of the community discussion and brief the Board of County Commissioners on issues that relate to establishing the CRA. These issues will include the structure and powers of the CRA Board and any Advisory Board, and the CRA boundary. Finally, staff will request authorization to proceed with the formal steps to establish the CRA consistent with the Florida Statutes.

In order to formally establish the Eastside CRA in accordance with Chapter 163, F.S., the Board of County Commissioners must appoint a CRA Board, adopt the Redevelopment Plan recommended by the CRA Board, and establish a Trust Fund account. The CRA Board may be composed of the County Commission, or it may be composed of members of the community that are appointed by the Board of County Commissioners. The Redevelopment Plan must include the projects recommended by the CRA Board, and the CRA cannot fund projects that are not included in the Redevelopment Plan. The Trust Fund functions similar to an escrow account, where the tax increment from the increase in property values is retained to fund expenses for implementing the Redevelopment Plan. Additional detail on these steps is provided in the Appendix.

Conclusion

Community Redevelopment Areas are authorized by Chapter 163 of the Florida Statutes, and local governments are encouraged to establish CRAs to eliminate and help prevent the spread of blight, which is an indicator of community decline. A CRA is an implementation tool designed to focus financial resources and help accelerate investment in this area. The Eastside CRA represents the County's commitment to reinvest in the community, and establishing the Eastside CRA will extend the Board of County Commissioners' commitment to the principles of economic development, community investment and sustainability.

If you have any questions or would like more information, please let me know.

cc: Rick Drummond, Assistant County Manager
Chris Bird, Environmental Protection Director
Rick Hedrick, Public Works Director
David Schwartz, Assistant County Attorney

/attachment

Appendix

Steps to Creating a CRA

CRAs are for establishing and implementation of a redevelopment plan for an area. CRA Boards do not establish policy for the local government - they develop and administer a plan to implement an adopted redevelopment policy. The CRA acts officially as a body distinct and separate from the governing body, although it may be composed of the same individuals. The CRA has certain powers that the local government may not have, such as the ability to establish tax increment financing, and leverage local public funds with private dollars to stimulate redevelopment. By statute, the term of a CRA is limited to 30 years, with an option to extend to a maximum of 40 years. Subsequently, all revenues (which should have increased from the date the CRA was established) are retained by the County and are no longer retained in the trust fund.

Several steps must be accomplished before the CRA is established. These steps include the following:

- Identify study area for proposed CRA and initiate study of community conditions.
- Staff prepares a Finding of Necessity based on the community survey documenting that the required conditions exist.
- Board of County Commissioners (by resolution) accepts the Finding of Necessity.
- Board of County Commissioners appoints a CRA Board to govern the CRA and prepare and administer the Redevelopment Plan for the CRA. The Board of County Commissioners prescribes the powers of the CRA Board, and establishes the percentage of the eligible tax increment to be retained in the Redevelopment Trust Fund.
- CRA Board prepares a Redevelopment Plan to address the unique needs of the CRA district, including the overall goals for the redevelopment area and identifies redevelopment projects. Any project using CRA funds must be included in the Redevelopment Plan.
- CRA adopts Redevelopment Plan.
- BoCC adopts CRA Redevelopment Plan.
- BoCC establishes a Redevelopment Trust Fund administered by the CRA. Establishment of the Trust Fund enables the Community Redevelopment Area. The increment in real property tax revenues is deposited in the Trust Fund for re-investment in projects in the target area.
- CRA Board begins implementation of Redevelopment Plan.

CRA Funding and Tax Increment Financing

Once established, a CRA can be funded through a variety of methods. A common method is known as Tax Increment Financing (TIF), which can provide leverage to obtain additional funds.

Using the TIF tool, the tax revenue of real property in the CRA is determined on a fixed date. The total real property tax revenue of the base year becomes the "frozen tax base." The increase in the total tax revenue between the base year and year two is called "the increment." The total tax increment revenues are deposited into a trust fund administered by the CRA for use in redevelopment projects within the CRA district. The types of projects funded from the CRA trust fund typically provide community infrastructure, enhancements and amenities that contribute to an environment conducive to expanding and attracting businesses within the area and to higher values for homes and property.

An illustration of the tax increment revenue potential in a sample of the CRA study area is attached. The sample area for the illustration is the area east of the Gainesville City Limits, west of SE 51st Street, bordered by East University Avenue to the north and by Hawthorne Road to the south, and is centered on the Eastside Activity Center as depicted on **Map 2**. The values presented in the tables show the current property values and provide an illustration of the amount of revenue that could be generated and available for use within the CRA district, based on assumed taxable value growth rates of 1% and 3% annually. Calculations for this illustration are based on the 2010 tax rates for the various taxing entities, and the assumption that these rates will remain constant for the entire time period. Based on an assumed **1%** annual growth rate in taxable value, the total tax increment for the 20 year period would be **$328,518.10.** Assuming a **3%** annual growth rate in taxable value, the total tax increment for the 20 year period would be **$1,117,898.00.** This is the amount of incremental tax revenue that would be available for investment in the area over a 20-year period. Note that for the illustration, the growth of the tax revenue increment is presented as a linear increase, however it is expected that actual growth of the tax revenue increment will vary from year to year based on changes in assessed values and millage rates. The growth rate of the tax revenue increment is expected to be slow in the initial years and could increase rapidly toward the end of the period, reflecting an increase in property values resulting from reinvestment in the area.

Sources/Citations/Links

- Florida Redevelopment Association website: http://www.redevelopment.net

Map 1

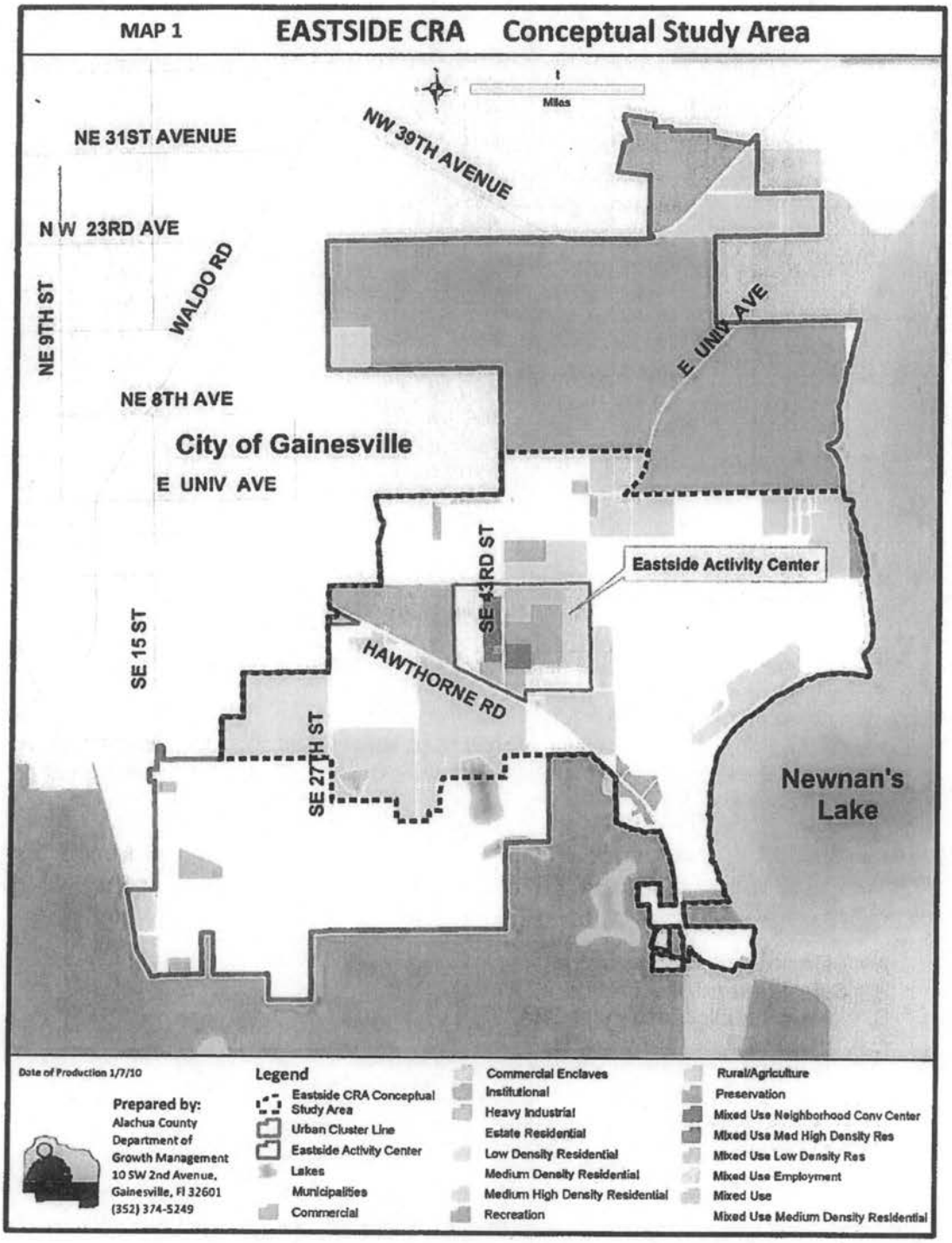

MAP 1
EASTSIDE CRA Conceptual Study Area
Miles
NE 31ST AVENUE
NW 39TH AVENUE
N W 23RD AVE
WALDO RD
NE 9TH ST
NE 8TH AVE
City of Gainesville
E UNIV AVE
E UNIV AVE
SE 43RD ST
Eastside Activity Center
SE 15 ST
HAWTHORNE RD
SE 27TH ST
Newnan's Lake
Date of Production 1/7/10
Prepared by:
Alachua County
Department of
Growth Management
10 SW 2nd Avenue,
Gainesville, Fl 32601
(352) 374-5249
Legend
Eastside CRA Conceptual Study Area
Urban Cluster Line
Eastside Activity Center
Lakes
Municipalities
Commercial
Commercial Enclaves
Institutional
Heavy Industrial
Estate Residential
Low Density Residential
Medium Density Residential
Medium High Density Residential
Recreation
Rural/Agriculture
Preservation
Mixed Use Neighborhood Conv Center
Mixed Use Med High Density Res
Mixed Use Low Density Res
Mixed Use Employment
Mixed Use
Mixed Use Medium Density Residential

Table 1: Illustration of Projected Revenue for CRA Sample Area (1% Annual Growth Rate)

Year	(A) Sample Area Taxable Value	(B) Total Sample Area Tax Revenue	(C) CRA Eligible Amount*
2010	$19,082,690	$439,764.41	-0-
2011	19,273,517	444,162.05	1,627.13
2012	19,466,252	448,603.67	3,270.53
2013	19,660,915	453,089.72	4,930.36
2014	19,857,524	457,620.61	6,606.79
2015	20,056,099	462,196.81	8,299.99
2016	20,256,660	466,818.78	10,010.12
2017	20,459,227	471,486.98	11,737.35
2018	20,663,819	476,201.84	13,481.85
2019	20,870,457	480,963.86	15,243.80
2020	21,079,162	485,773.50	17,023.36
2021	21,289,954	490,631.25	18,820.73
2022	21,502,854	495,537.57	20,636.07
2023	21,717,883	500,492.96	22,469.56
2024	21,935,062	505,497.89	24,321.39
2025	22,154,413	510,552.88	26,191.73
2026	22,375,957	515,658.40	28,080.78
2027	22,599,717	520,814.99	29,988.83
2028	22,825,714	526,023.14	31,915.73
2029	23,053,971	531,283.37	33,862.02
Total Amount of Eligible Tax Increment Funding Over 20 Year Period			**$328,518.10**

*These increment amounts are based on the allocation of 100% of the County's share of the millage to the CRA trust fund.

The total amount of funds that would be eligible to be used within the CRA district over the 20-year period is **$328,518.10** (sum of amounts listed in Column C) based on an annual growth rate of 1% in Taxable Value.

It is established that the amount of the 2010 base year taxes for the sample area is $439,764.41. The projected revenue is determined by using the formulas $B = r_+(A)$ and $C = (B - \$439,764.41)r_1$ where:

A = Sample Area Taxable Value
B = Sample Area Tax Revenue
C = Increment Eligible to Fund CRA
r_+ = Total Tax Rate for All Entities[1]
r_1 = Alachua County General Fund Millage Rate Share[2]

For purpose of this illustration, the sample area is the area east of the Gainesville City Limits, west of SE 51st Street, bordered by East University Avenue to the north and by Hawthorne Road to the south and is depicted on **Map 2**.

1 The 2010 millage rate of 0.0230452 is held constant for each year for this illustration.
2 The percentage share of the 2010 Alachua County General Ad Valorem millage rate (8.6263/23.0452 X 100) is held constant for each year for this illustration.
3 Taxable Value data provided by the Alachua County Property Appraiser

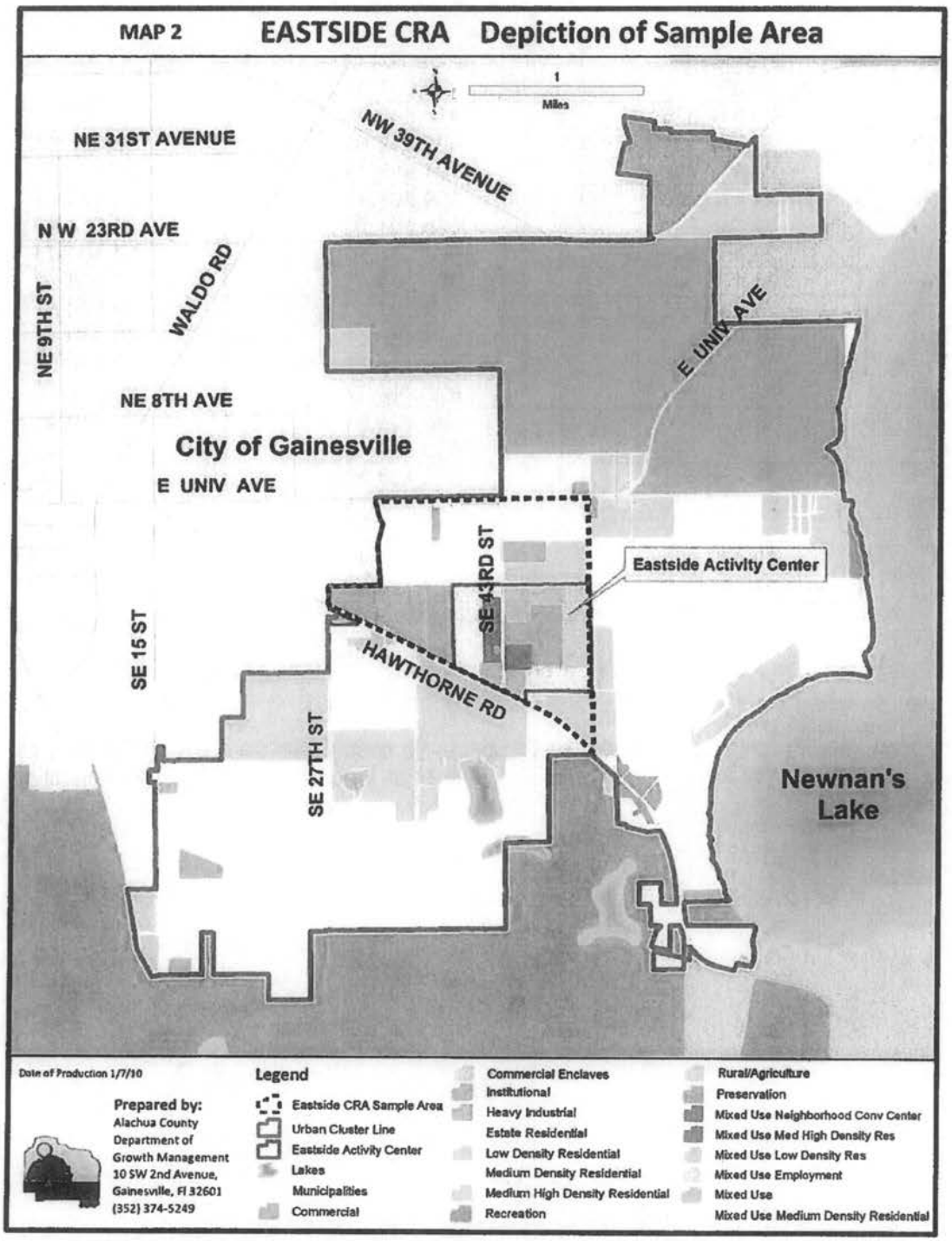
Table 2: Illustration of Projected Revenue for CRA Sample Area (3% Annual Growth Rate)

Year	(A) Sample Area Taxable Value	(B) Total Sample Area Tax Revenue	(C) CRA Eligible Amount*
2010	$19,082,690	$439,764.41	-0-
2011	19,655,171	452,957.35	4,881.39
2012	20,244,826	466,546.06	9,909.21
2013	20,852,171	480,542.45	15,087.87
2014	21,477,736	494,958.72	20,421.89
2015	22,122,068	509,807.48	25,915.94
2016	22,785,730	525,101.70	31,574.80
2017	23,469,302	540,854.76	37,403.43
2018	24,173,381	557,080.40	43,406.92
2019	24,898,582	573,792.80	49,590.51
2020	25,645,539	591,006.57	55,959.60
2021	26,414,905	608,736.77	62,519.77
2022	27,207,352	626,998.87	69,276.75
2023	28,023,573	645,808.84	76,236.44
2024	28,864,280	665,183.10	83,404.92
2025	29,730,208	685,138.59	90,788.45
2026	30,622,114	705,692.74	98,393.48
2027	31,540,777	726,863.51	106,226.67
2028	32,487,000	748,669.41	114,294.85
2029	33,461,610	771,129.49	122,605.08
Total Amount of Eligible Tax Increment Funding Over 20 Year Period			**$1,117,898.00**

*These increment amounts are based on the allocation of 100% of the County's share of the millage to the CRA trust fund.

The total amount of funds that would be eligible to be used within the CRA district over the 20-year period is **$1,117,898.00** (sum of amounts listed in Column C) based on an annual growth rate of 3%.

Map 2


MAP 2
EASTSIDE CRA Depiction of Sample Area
1
Miles
NE 31ST AVENUE
NW 39TH AVENUE
N W 23RD AVE
WALDO RD
NE 9TH ST
E UNIV AVE
NE 8TH AVE
City of Gainesville
E UNIV AVE
SE 43RD ST
Eastside Activity Center
SE 15 ST
HAWTHORNE RD
SE 27TH ST
Newnan's Lake
Date of Production 1/7/10
Prepared by:
Alachua County Department of Growth Management
10 SW 2nd Avenue,
Gainesville, Fl 32601
(352) 374-5249
Legend
Eastside CRA Sample Area
Urban Cluster Line
Eastside Activity Center
Lakes
Municipalities
Commercial
Commercial Enclaves
Institutional
Heavy Industrial
Estate Residential
Low Density Residential
Medium Density Residential
Medium High Density Residential
Recreation
Rural/Agriculture
Preservation
Mixed Use Neighborhood Conv Center
Mixed Use Med High Density Res
Mixed Use Low Density Res
Mixed Use Employment
Mixed Use
Mixed Use Medium Density Residential

19B

REPORT ON DEVELOPMENT OF ALACHUA COUNTY EASTSIDE COMMUNITY REDEVELOPMENT AREA

Alachua County Department of Growth Management

5/24/2011

REPORT ON DEVELOPMENT OF

ALACHUA COUNTY EASTSIDE COMMUNITY REDEVELOPMENT AREA

Alachua County Department of Growth Management

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- A. Community Redevelopment Area
- B. Action Steps to Create a CRA
- C. Community Input
- D. Work plan
- E. CRA Components
- F. CRA Goals and Redevelopment Plan

II. Establishing a CRA

- A. Requirements for Finding of Necessity
- B. Resolution
- C. Community Redevelopment Plan
- D. Redevelopment Trust Fund
- E. Staffing and Operations

III. Recommendation

IV. Appendix

- Map #1 – Draft Conceptual CRA Study Area
- Attachment #1 – List of Community Meeting Responses
- Attachment #2 – Example of Tax Increment Revenue Potential
- Map #2 – Depiction of Sample Area

I. Introduction

A. Community Redevelopment Area

The Alachua County Eastside Community Redevelopment Area (CRA) project is the next step in the continuing effort to revitalize the portion of East Gainesville that is within unincorporated Alachua County. In 2003, Plan East Gainesville was developed by the Metropolitan Transportation Planning Organization (MTPO), and was the result of a year-long collaboration between Alachua County, the City of Gainesville, Gainesville Regional Utilities, and the Florida Department of Transportation and the community to create a plan for revitalization of the community and addressed the themes of land use, land conservation, transportation, and infrastructure.

Subsequently, the Comprehensive Plan Future Land Use Element was amended in 2006 to incorporate the applicable goals and objectives of Plan East Gainesville as a guiding vision for the area. The Eastside Activity Center Master Plan was updated in 2009, following a community participation process. The amended Master Plan established mixed-use land use categories and land use policies to implement the revitalization objectives outlined in Plan East Gainesville.

Following adoption of the amended policies for the Eastside Activity Center, the Alachua County Unified Land Development Code was amended to implement the Activity Center policies in the Comprehensive Plan. The Eastside Activity Center Overlay District established zoning categories that implement the residential and commercial mixed-use designations.

The existence of a CRA can serve as a critical tool in attracting redevelopment and leveraging additional revenue sources to the redevelopment area. The Alachua County Eastside CRA is the next stage of the effort to establish a community-based strategic plan to help revitalize the area in the vicinity of the Eastside Activity Center.

B. Action Steps to Create a CRA

CRAs are a mechanism for establishing and implementing a redevelopment plan for a defined area. CRA Boards do not establish policy for the local government - they develop and administer a strategic plan to implement an adopted redevelopment policy. The CRA acts officially as a body distinct and separate from the governing body, although it may be composed of the same individuals. The CRA has certain powers that the local government may not have, such as the ability to utilize tax increment financing, and leverage local public funds with private dollars to stimulate redevelopment. By statute, the term of a CRA is limited to 30 years, with an option to extend to a maximum of 40 years.

In order to formally establish the Eastside CRA in accordance with Chapter 163, F.S., the Board of County Commissioners must take action to adopt certain ordinances in a public hearing. These ordinances address the legal requirements for:

- Finding of Necessity,
- Establishing a CRA,
- Establishing a CRA Board of Directors, and
- Recommended boundary

C. Community Input

Two Community Meetings were held on the evenings of February 3, 2011 at Eastside High School and February 17, 2011 at Compassionate Outreach Ministries to introduce the CRA project, build community relationships and ask the community what they saw as needs and desired outcomes for the area. Approximately 35 – 40 citizens attended the meetings to hear a brief staff presentation, review maps, and participated in an interactive process by asking questions and providing input about the community. A list of the comments from the community is attached to this report (Attachment #1). The comments are categorized and align with many of the typical goals of the redevelopment concept in terms improving the local economy, transportation, and public facilities, providing access to affordable housing and employment opportunities, and protecting natural resources. The community responses were also noted on maps of the area, in order to provide additional community context.

As the CRA project progresses, a variety of methods will be used to gather public input to develop the community's desired outcomes and identify potential CRA projects. Additional information regarding public participation will be provided as it is developed.

Components of public participation include:

- Publicity about the CRA process through press releases, broadcast media, public service announcements, county webpage including posting of information and draft material as it is developed with request for comment, brochures, storyboards, display ads, use of e-mail lists of groups and individuals compiled for planning projects, mail outs to organized groups and neighborhood associations; these elements will be used throughout the process;
- Input from County Advisory Committees concerned with the CRA (such as EDAC, EPAC, ROSCO, etc.);
- Community meetings/workshops in the area;
- Meetings with organizations interested in planning and redevelopment issues.

Input will be sought in the form of verbal and written comment.

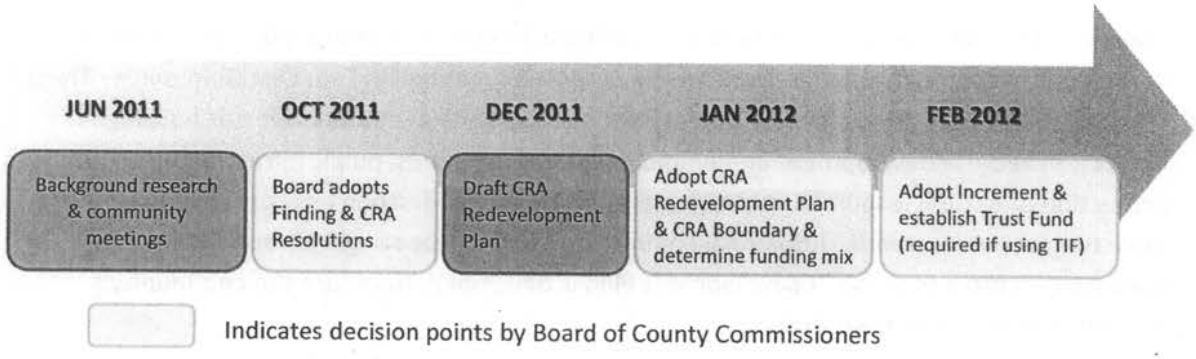
D. Work plan

As noted in the memo to the Board of County Commissioners dated January 11, 2011, establishing a CRA implements Comprehensive Plan policies and direction from the Board intended to help revitalize the area in the vicinity of the Eastside Activity Center as a component of the Plan East Gainesville vision.

The first steps in implementing the CRA work plan have been completed, which consisted of Community Meetings conducted in February 2011, and this May 2011 report and update to the Board of County Commissioners on the work plan and requirements for establishing the Alachua County Eastside CRA.

Following direction provided by the Board of County Commissioners, the work plan for the project going forward has seven primary milestones.

1. *Initiate data collection, study and document community conditions and prepare draft Finding of Necessity (anticipated June –July 2011)*
2. *Draft Board of County Commissioners resolutions to adopt Finding of Necessity, establish CRA Board, and appoint CRA Commissioners and request authorization to advertise a public hearing (anticipated August – September 2011)*
3. *Board of County Commissioners resolution to adopt Finding of Necessity and Resolutions establishing CRA (anticipated September-October 2011)*
4. *Collaborate with community to prepare Draft Redevelopment Plan (anticipated October 2011 – December 2011)*
5. *LPA hearing to review consistency of Draft Redevelopment plan with adopted Comprehensive Plan (anticipated December 2011-January 2012)*
6. *Board of County Commissioners resolution to adopt CRA Redevelopment Plan (anticipated January 2012 – February 2012)*
7. *Board of County Commissioners resolution to adopt Increment and establish CRA Trust Fund (anticipated January – February 2012)*



E. CRA Components

The following are the essential components of a CRA:

- The **Finding of Necessity** documents the existing community conditions and identifies which indicators of slum or blight exist within the Conceptual Study Area. The Finding of Necessity forms part of the legal basis for establishing the CRA and subsequently appointing a CRA Board and creating a redevelopment Trust fund.
- The **CRA Board** is appointed by the County Commission, and can be comprised of the commission, a mix of commissioners and citizens, or all citizens.
- The **Redevelopment Plan** is the strategic plan for the redevelopment area, and is a detailed plan with specific projects and programs that are intended to address community needs and attract new investment and development, and create jobs.
- The **CRA Boundary** is established in conjunction with the Redevelopment Plan, and defines the limits of the Redevelopment Area where CRA projects may occur. An important factor to keep in mind is that CRA projects must be in the Redevelopment Plan to be eligible for CRA funding, otherwise the CRA may not undertake the project.
- The **Trust Fund** must be established and maintained by the County if Tax Increment Financing is a funding mechanism for the CRA in order to comply with statutory requirements.

F. CRA Goals and Redevelopment Plan

The goals of a CRA typically focus on achieving the long-term guiding vision or principle for the redevelopment area. Components of a community redevelopment plan frequently address goals such as business expansion, job creation and economic development, transportation infrastructure, public facilities and improvements, improving housing conditions and opportunities, and environmental restoration and conservation activities. The Redevelopment Plan for the Alachua County Eastside CRA should provide a strategy to achieve the community's goals and desired outcomes.

The Alachua County Eastside CRA provides a defined, long-term strategic plan for achieving certain redevelopment goals, many of which were first described in Plan East Gainesville. These Plan East Gainesville goals include addressing the community needs identified as housing choices, mixed-use development and employment opportunities, public infrastructure, protection of natural resources, improving the bicycle and pedestrian environment, and increasing access to transit. Additional community input will be sought through the public participation process as the Redevelopment Plan is developed, to ensure the community's desired outcomes are represented.

II. Establishing a CRA

A. Requirements for Finding of Necessity

The Community Redevelopment Act provides that a local government must approve a Finding of Necessity before a Community Redevelopment Agency (CRA) can be established. The Finding of Necessity is to be presented as a report that determines and defines the existence of "slum" or "blight" conditions within the proposed Eastside Community Redevelopment Area. The following excerpted definitions are provided in s. 163.340, Florida Statutes and offer a range of factors or indicators. For an area to be considered a "slum area", one or more of the factors must be present. For an area to be considered a "blighted area, two or more of the factors must be present.

"Slum area" – An area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime ...

- Inadequate provision for ventilation, light, air, sanitation, or open spaces;
- High density of population, compared to the population density of adjacent areas within the County; or
- The existence of conditions that endanger life or property by fire or other causes.

"Blighted area" – An area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property...

- Defective or inadequate street layout, parking facilities, roadways, bridges or public transportation facilities;
- Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the past five years;
- Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
- Unsanitary or unsafe conditions;
- Deterioration of site or other improvements;
- Inadequate and outdated building density patterns;
- Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the County;
- Tax or special assessment delinquency exceeding the fair value of the land;
- Residential and commercial vacancy rates higher in the area than in the remainder of the County;
- Incidence of crime in the area higher than in the remainder of the County;

- Fire and emergency medical service calls to the area proportionately higher than in the remainder of the County;
- A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the County;
- Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or
- Governmentally owned property with adverse environmental conditions caused by a public or private entity.

The major components of the Finding of Necessity are:

- Identification of the study area;
- Inventory of blighted conditions;
- Recommendations for establishing the CRA.

The Study Area provides an initial boundary for documenting the community conditions, and can include a greater area than the final boundary established for the CRA. The Conceptual Study Area Boundary shown on **Map 1** is intended to capture a majority of the residential, commercial and recreational areas in the urban cluster east of the city limits, and includes most of the area served by GRU water and wastewater services. An advantage of having a large conceptual study area is including a large number of properties that could benefit from the CRA redevelopment efforts and that contribute to any growth in the tax base, and the potential for a wider variety of CRA projects. Disadvantages include the fact that a large study area in this location includes large areas with very low density and very limited development potential, which may not contribute to the tax base, and which may affect development on adjoining parcels. A smaller CRA study area could allow for a more focused Redevelopment Plan, with the potential for expansion in the future

B. Resolution

The Finding of Necessity is to be adopted by a resolution of the Board of County Commissioners. The resolution must be supported by data and analysis and is comprised of three parts:

1. Confirm the finding of "blight" as defined by s. 163.340(8), Florida Statutes.
2. Establish a Community Redevelopment Agency with authority to exercise redevelopment powers.
3. Declare the Alachua County Board of County Commissioners as the Community Redevelopment Agency, should the BoCC choose to serve in this capacity. This action is detailed in s. 163.357, Florida Statutes.

Pursuant to s. 163.355, Florida Statutes, the resolution is required to state the following:

- That one or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in the County; and,
- That the rehabilitation, conservation, or redevelopment, or combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the County.

C. Community Redevelopment Plan

The Alachua County Board of County Commissioners will be required to approve, by resolution, a community redevelopment plan in accordance with s. 163.360, Florida Statutes. The plan will outline and identify the development and redevelopment needs of the Community Redevelopment Area as well as specific projects to address those needs.

The statutory requirements of the community redevelopment plan are as follows:

- Consistency with the Comprehensive Plan for the County;
- Identification of land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation that may be proposed to be carried out in the CRA, zoning and planning changes, land uses, maximum densities and building requirements;
- Provision for the development of affordable housing in the area, or state reasons for not addressing in the plan the development of affordable housing in the CRA.

Major components of the redevelopment plan will include demographic data, documentation of existing conditions, redevelopment plan objectives, policies and implementation strategies, and options for financing redevelopment activities. A variety of options are available for funding redevelopment activities, including an annual allocation from the County General fund, contributions from local businesses or the community, grants, and Tax Increment Financing. If Tax Increment Financing is used, a Redevelopment Trust Fund must be established, as described below.

D. Redevelopment Trust Fund

If Tax Increment Financing (TIF) is a funding mechanism for the CRA, the redevelopment trust fund must be established by ordinance and maintained by the County for the duration of the community redevelopment plan in order to comply with S. 163.387, Florida Statutes. All funds allocated to the trust fund must be used by the Community Redevelopment Agency to finance redevelopment initiatives as documented in the approved community redevelopment plan. When TIF is used to help fund a CRA, the aggregate taxable value of the property within the designated CRA becomes the "frozen" or "fixed" value. The ad valorem tax (for Alachua County) collection on any increase of this base value – the increment – is deposited into the

trust fund. A detailed description of how the TIF tool works and an example of how TIF could be applied to the Alachua County Eastside CRA is provided on page 13 of this report.

E. Staffing and Operations

At this time, the level of staffing required to operate a CRA is unknown, however initial staffing levels are anticipated to be low, and may increase over time as revenues and project activity increase. The following range of staffing options should be considered:

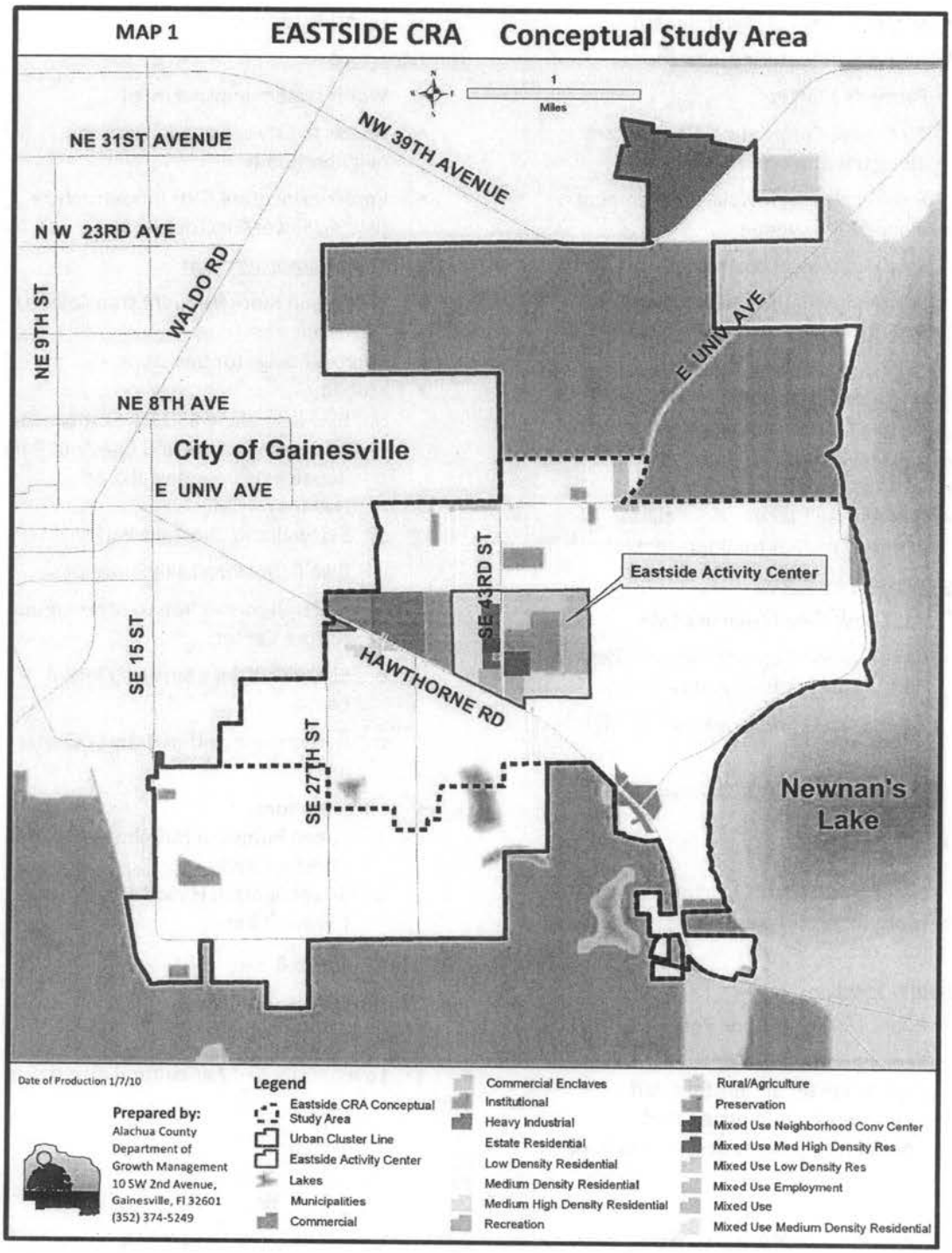
- Full-time professional staff and part-time administrative staff funded by BoCC
- Contractor services negotiated with qualified vendor with professional staff oversight
- Interlocal agreement with City of Gainesville CRA staff to operate County CRA

IV. Recommendation

Authorize staff to proceed with data collection and analysis, field work, and documentation of community conditions necessary to:

- Prepare a Finding of Necessity for the conceptual CRA study area;
- Develop the resolutions pertaining to the establishment of an Alachua County Community Redevelopment Agency; and,
- Bring the Finding of Necessity and Resolutions to the Board of County Commissioners with a request for authorization to advertise the Public Hearing to consider adoption of the resolutions.

Map #1


MAP 1
EASTSIDE CRA Conceptual Study Area
1
Miles
NE 31ST AVENUE
NW 39TH AVENUE
N W 23RD AVE
WALDO RD
NE 9TH ST
E UNIV AVE
NE 8TH AVE
City of Gainesville
E UNIV AVE
SE 43RD ST
Eastside Activity Center
SE 15 ST
HAWTHORNE RD
SE 27TH ST
Newnan's Lake
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Lakes
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Commercial
Commercial Enclaves
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Heavy Industrial
Estate Residential
Low Density Residential
Medium Density Residential
Medium High Density Residential
Recreation
Rural/Agriculture
Preservation
Mixed Use Neighborhood Conv Center
Mixed Use Med High Density Res
Mixed Use Low Density Res
Mixed Use Employment
Mixed Use
Mixed Use Medium Density Residential

Attachment #1
Combined list of Community Meeting responses on the Alachua County Eastside Community Redevelopment Area
February 3rd and 17th, 2011

Commercial & Industrial Development

- Restaurant featuring local foods
- Farmer's Market
- Bike shop, Coffee shop, Eco-tourism along Hawthorne Rail Trail
- Small scale commercial development along SE 4th Avenue
- Small scale local businesses
- Light Industrial/Manufacturing within Activity Center
- In Eastside Activity Center boundary
  - Food cooperative
  - Restaurant and fast food
  - Pharmacy
- Cottage industry
- Community kitchens & Satellites
- Farmers' market (multiple market)

Natural Areas & Features

- Bat house near Newnan's Lake
- Conservation Corridor (behind Chestnut Park/Butler Nature Preserve)
- Trash Trap in Creek near Loften High School
- Linear Park along East University Avenue near lake
- Dark Skies
- Natural areas(both public and private)
- More trees and plants on Hawthorne Rd.

Community Services

- Public Library at Cone Park
- Senior center building
- Activity center at Chestnut Park
- Youth center at Chestnut Park
- Community gardens at Chestnut Park
- Lakeside tourism

Infrastructure

- Water system improvement
- Access to City sewage in existing neighborhoods
- Improve/Increase GRU Infrastructure (Water/Sewer/Electric)

Transportation Improvement

- Better and more frequent transit loop/ lake loop
- Micro landings for bus stops
- Mobility
  - Bike lane along SE 27th St towards Boulware Springs and Chestnut Park
  - Repair existing sidewalks on Hawthorne Rd.
  - Sidewalks in Chestnut Park
  - Bike Path along Lake Shore Drive
  - Rail trail connection to Morningside Nature Center
  - Sidewalk & bike lane on Kincaid Loop
  - Better roads within Activity Center area
- Infrastructure
  - Speed humps in Hawthorne Rd. and Chestnut Park
  - Street lights in Hawthorne Rd. and Chestnut Park

Affordable Housing

- Affordable housing

Land Use

- Low density and Agricultural mixed use

Attachment #2

CRA Funding and Tax Increment Financing

Once established, a CRA can be funded through a variety of methods including an annual allocation from the County General fund, contributions from local businesses or the community, and grants. A common funding method is known as Tax Increment Financing (TIF), which can provide leverage to obtain additional funds.

Using the TIF tool, the tax revenue of real property in the CRA is determined on a fixed date. The total real property tax revenue of the base year becomes the "frozen tax base." The increase in the total tax revenue between the base year and year two is called "the increment." The total tax increment revenues are deposited into a trust fund administered by the CRA for use in redevelopment projects within the CRA district. The types of projects funded from the CRA trust fund typically provide community infrastructure, enhancements and amenities that contribute to an environment conducive to expanding and attracting businesses within the area and to higher values for homes and property. The Board of County Commissioners has the discretion to allocate the percentage of the increment that local goes into the Trust Fund, which can range from 50% to 95% of the increment amount.

An illustration of the tax increment revenue potential in a sample of the CRA study area is attached. The sample area for the illustration is the area east of the Gainesville City Limits, west of SE 51st Street, bordered by East University Avenue to the north and by Hawthorne Road to the south, and is centered on the Eastside Activity Center as depicted on **Map 2**. The values presented in the tables show the current property values and provide an illustration of the amount of revenue that could be generated and available for use within the CRA district, based on assumed taxable value growth rates of 1% and 3% annually. Calculations for this illustration are based on the 2010 tax rates for the various taxing entities, and the assumption that these rates will remain constant for the entire time period. Based on an assumed **1%** annual growth rate in taxable value, the total tax increment for the 20 year period would be **$328,518.10.** Assuming a **3%** annual growth rate in taxable value, the total tax increment for the 20 year period would be **$1,117,898.00.** This is the amount of incremental tax revenue that would be available for investment in the area over a 20-year period. Note that for the illustration, the growth of the tax revenue increment is presented as a linear increase, however it is expected that actual growth of the tax revenue increment will vary from year to year based the additional revenue contribution arising from new development, changes in assessed values and millage rates. The growth rate of the tax revenue increment is expected to be slow in the initial years and could increase rapidly toward the end of the period, reflecting an increase in property values resulting from reinvestment in the area.

Table 1: Illustration of Projected Revenue for CRA Sample Area (1% Annual Growth Rate)

Year	(A) Sample Area Taxable Value	(B) Total Sample Area Tax Revenue	(C) CRA Eligible Amount*
2010	$19,082,690	$439,764.41	-0-
2011	19,273,517	444,162.05	1,627.13
2012	19,466,252	448,603.67	3,270.53
2013	19,660,915	453,089.72	4,930.36
2014	19,857,524	457,620.61	6,606.79
2015	20,056,099	462,196.81	8,299.99
2016	20,256,660	466,818.78	10,010.12
2017	20,459,227	471,486.98	11,737.35
2018	20,663,819	476,201.84	13,481.85
2019	20,870,457	480,963.86	15,243.80
2020	21,079,162	485,773.50	17,023.36
2021	21,289,954	490,631.25	18,820.73
2022	21,502,854	495,537.57	20,636.07
2023	21,717,883	500,492.96	22,469.56
2024	21,935,062	505,497.89	24,321.39
2025	22,154,413	510,552.88	26,191.73
2026	22,375,957	515,658.40	28,080.78
2027	22,599,717	520,814.99	29,988.83
2028	22,825,714	526,023.14	31,915.73
2029	23,053,971	531,283.37	33,862.02
Total Amount of Eligible Tax Increment Funding Over 20 Year Period			**$328,518.10**

*These increment amounts are based on the allocation of 100% of the County's share of the millage to the CRA trust fund.

The total amount of funds that would be eligible to be used within the CRA district over the 20-year period is **$328,518.10** (sum of amounts listed in Column C) based on an annual growth rate of 1% in Taxable Value.

It is established that the amount of the 2010 base year taxes for the sample area is $439,764.41. The projected revenue is determined by using the formulas $B = r_+(A)$ and $C = (B - \$439,764.41)r_1$ where:

A = Sample Area Taxable Value

B = Sample Area Tax Revenue

C = Increment Eligible to Fund CRA

r_+ = Total Tax Rate for All Entities[1]

r_1 = Alachua County General Fund Millage Rate Share[2]

For purpose of this illustration, the sample area is the area east of the Gainesville City Limits, west of SE 51st Street, bordered by East University Avenue to the north and by Hawthorne Road to the south and is depicted on **Map 2**.

1 The 2010 millage rate of 0.0230452 is held constant for each year for this illustration.

2 The percentage share of the 2010 Alachua County General Ad Valorem millage rate (8.6263/23.0452 X 100) is held constant for each year for this illustration.

3 Taxable Value data for the base year is provided by the Alachua County Property Appraiser

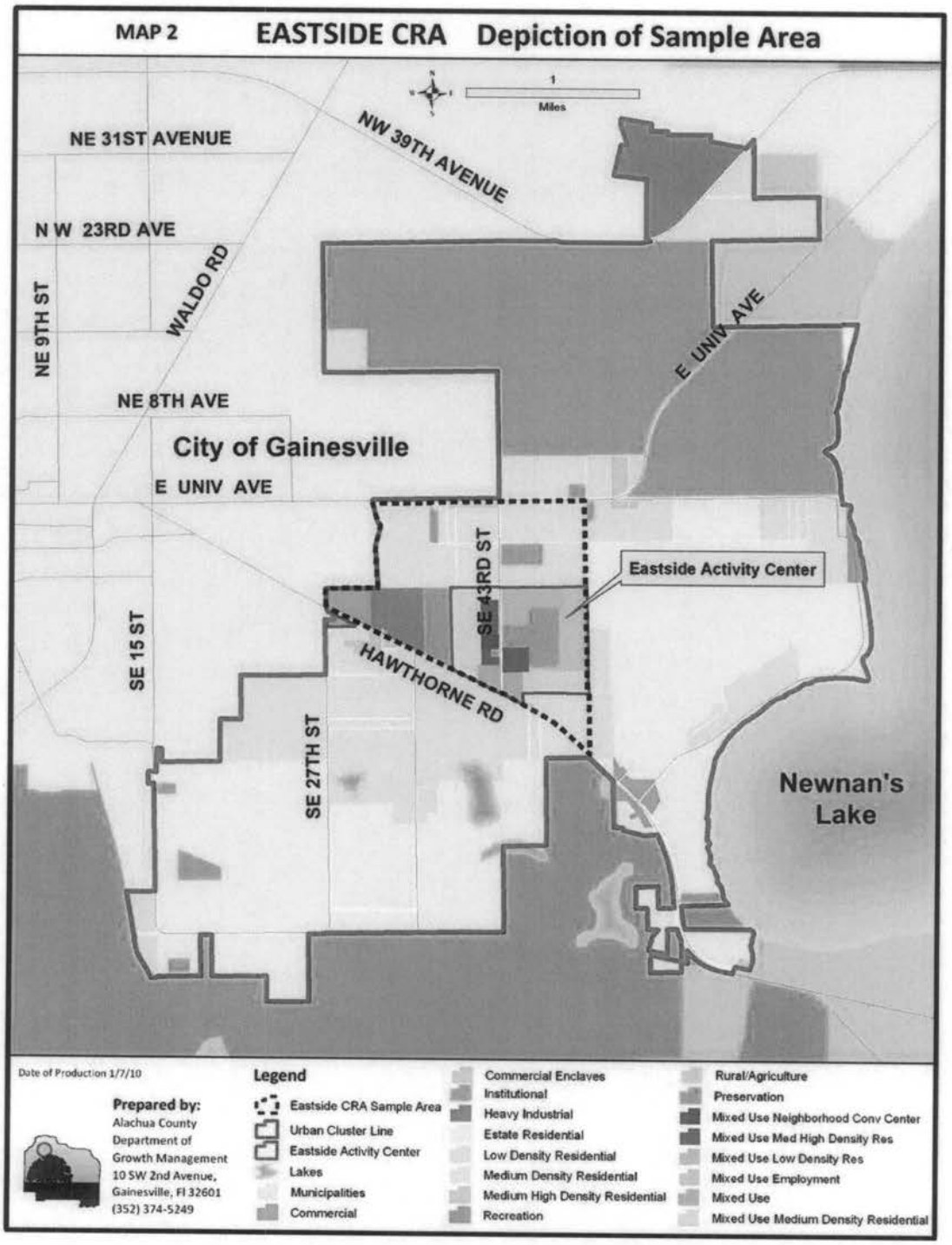
Table 2: Illustration of Projected Revenue for CRA Sample Area (3% Annual Growth Rate)

Year	(A) Sample Area Taxable Value	(B) Total Sample Area Tax Revenue	(C) CRA Eligible Amount*
2010	$19,082,690	$439,764.41	-0-
2011	19,655,171	452,957.35	4,881.39
2012	20,244,826	466,546.06	9,909.21
2013	20,852,171	480,542.45	15,087.87
2014	21,477,736	494,958.72	20,421.89
2015	22,122,068	509,807.48	25,915.94
2016	22,785,730	525,101.70	31,574.80
2017	23,469,302	540,854.76	37,403.43
2018	24,173,381	557,080.40	43,406.92
2019	24,898,582	573,792.80	49,590.51
2020	25,645,539	591,006.57	55,959.60
2021	26,414,905	608,736.77	62,519.77
2022	27,207,352	626,998.87	69,276.75
2023	28,023,573	645,808.84	76,236.44
2024	28,864,280	665,183.10	83,404.92
2025	29,730,208	685,138.59	90,788.45
2026	30,622,114	705,692.74	98,393.48
2027	31,540,777	726,863.51	106,226.67
2028	32,487,000	748,669.41	114,294.85
2029	33,461,610	771,129.49	122,605.08
Total Amount of Eligible Tax Increment Funding Over 20 Year Period			**$1,117,898.00**

*These increment amounts are based on the allocation of 100% of the County's share of the millage to the CRA trust fund.

The total amount of funds that would be eligible to be used within the CRA district over the 20-year period is **$1,117,898.00** (sum of amounts listed in Column C) based on an annual growth rate of 3%.

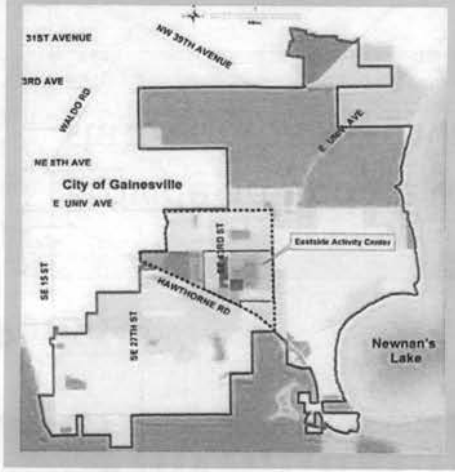
Map #2


MAP 2
EASTSIDE CRA Depiction of Sample Area
1
Miles
NE 31ST AVENUE
NW 39TH AVENUE
N W 23RD AVE
WALDO RD
NE 9TH ST
E UNIV AVE
NE 8TH AVE
City of Gainesville
E UNIV AVE
SE 43RD ST
Eastside Activity Center
SE 15 ST
HAWTHORNE RD
SE 27TH ST
Newnan's Lake
Date of Production 1/7/10
Prepared by:
Alachua County Department of Growth Management
10 SW 2nd Avenue,
Gainesville, Fl 32601
(352) 374-5249
Legend
Eastside CRA Sample Area
Urban Cluster Line
Eastside Activity Center
Lakes
Municipalities
Commercial
Commercial Enclaves
Institutional
Heavy Industrial
Estate Residential
Low Density Residential
Medium Density Residential
Medium High Density Residential
Recreation
Rural/Agriculture
Preservation
Mixed Use Neighborhood Conv Center
Mixed Use Med High Density Res
Mixed Use Low Density Res
Mixed Use Employment
Mixed Use
Mixed Use Medium Density Residential









Alachua County Eastside Community Redevelopment Area

Alachua County

Department of Growth Management

May 24, 2011

Exhibit

Introduction

May 24, 2011

Purpose:

Provide an update to the Board of County Commissioners about the current status of the Alachua County Eastside CRA project and request direction.

Action Requested:

- Authorize staff to proceed with data collection and analysis, field work, and documentation of community conditions necessary to prepare a Finding of Necessity for the conceptual CRA study area; and

- Provide the resolutions pertaining to the establishment of an Alachua County Community Redevelopment Area to the Board of County Commissioners and request authorization to advertise the Public Hearing to consider adoption of the resolutions.

Workplan progress

May 24, 2011

2011												2012	
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB

CRA memo to Board

- Initiate data collection, study and document community conditions and prepare draft Finding of Necessity

Community meetings and Analysis

- Draft Board of County Commissioners resolutions to adopt Finding of Necessity and Draft Board of County Commissioners resolution to establish CRA Board and appoint CRA Commissioners

Report on CRA to Board

- Review Finding of Necessity and Resolutions establishing CRA and request authorization to advertise a public hearing to adopt the Resolutions
- Collaborate with community to prepare Draft Redevelopment Plan
- LPA hearing to review consistency of Draft Redevelopment plan with adopted Comprehensive Plan
- Board of County Commissioners resolution to adopt CRA Redevelopment Plan

Plan East Gainesville Final Report (outlined 2003)

Comprehensive Plan Future Land use Element (amended 2006)

Eastside Activity Center Master Plan (updated 2009)

Public Inputs from Community Workshops

Alachua County Unified Land Development Code

Purpose of a CRA

May 24, 2011

Purpose of a CRA:

- Strategic plan for revitalizing the community
- Attract additional development
- Foster business expansion and employment opportunities

The existence of a CRA can:

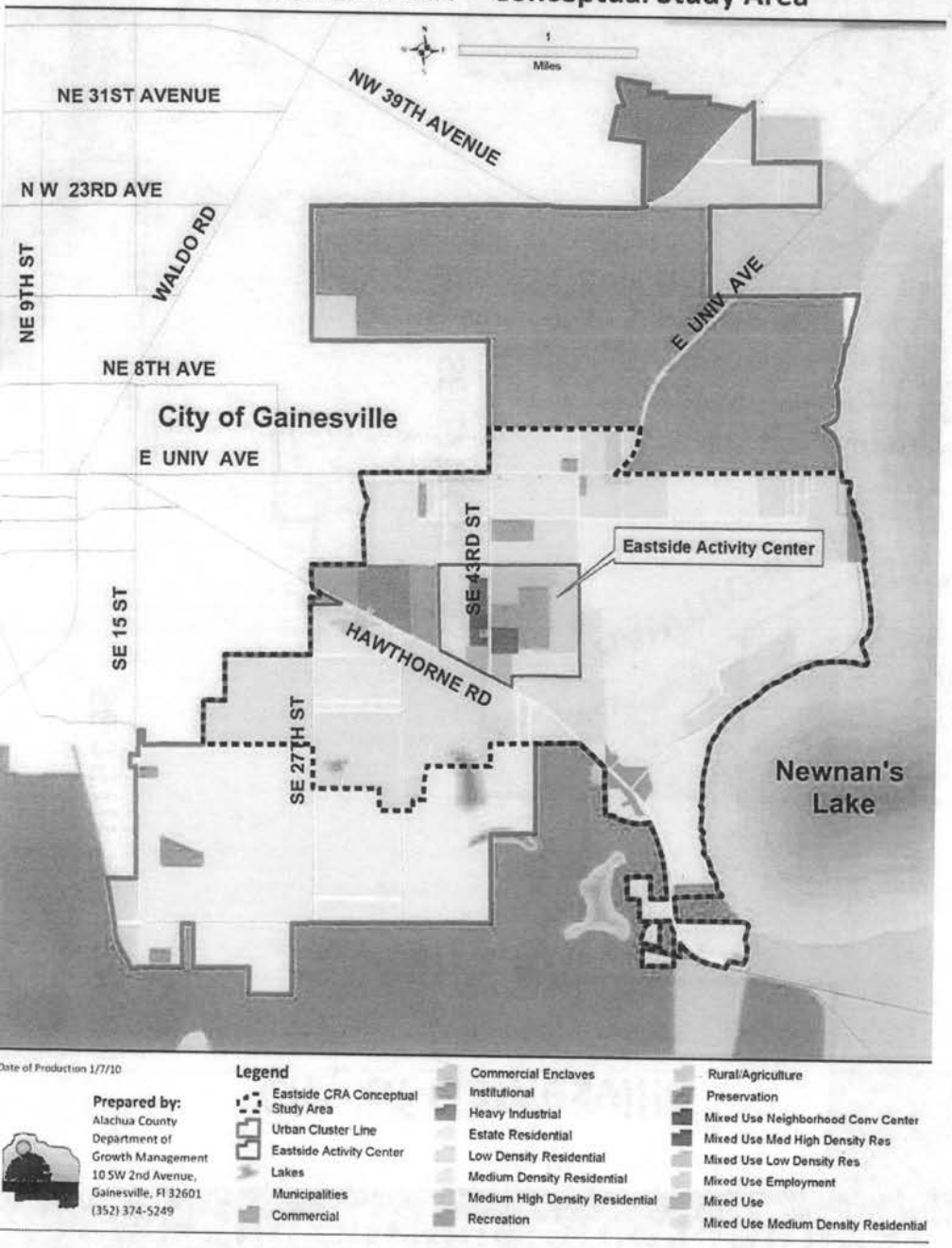
- Signal to the community that redevelopment is an important priority for the County
- Serve as a critical tool in leveraging additional funding or investment within the redevelopment area.

Establishing a CRA implements:

- Comprehensive Plan policies and direction from the Board of County Commissioners
- Revitalization of the area in the vicinity of the Eastside Activity Center as a component of the Plan East Gainesville vision

Conceptual Redevelopment Area

May 24, 2011



Plan East Gainesville Final Report (adopted 2003)

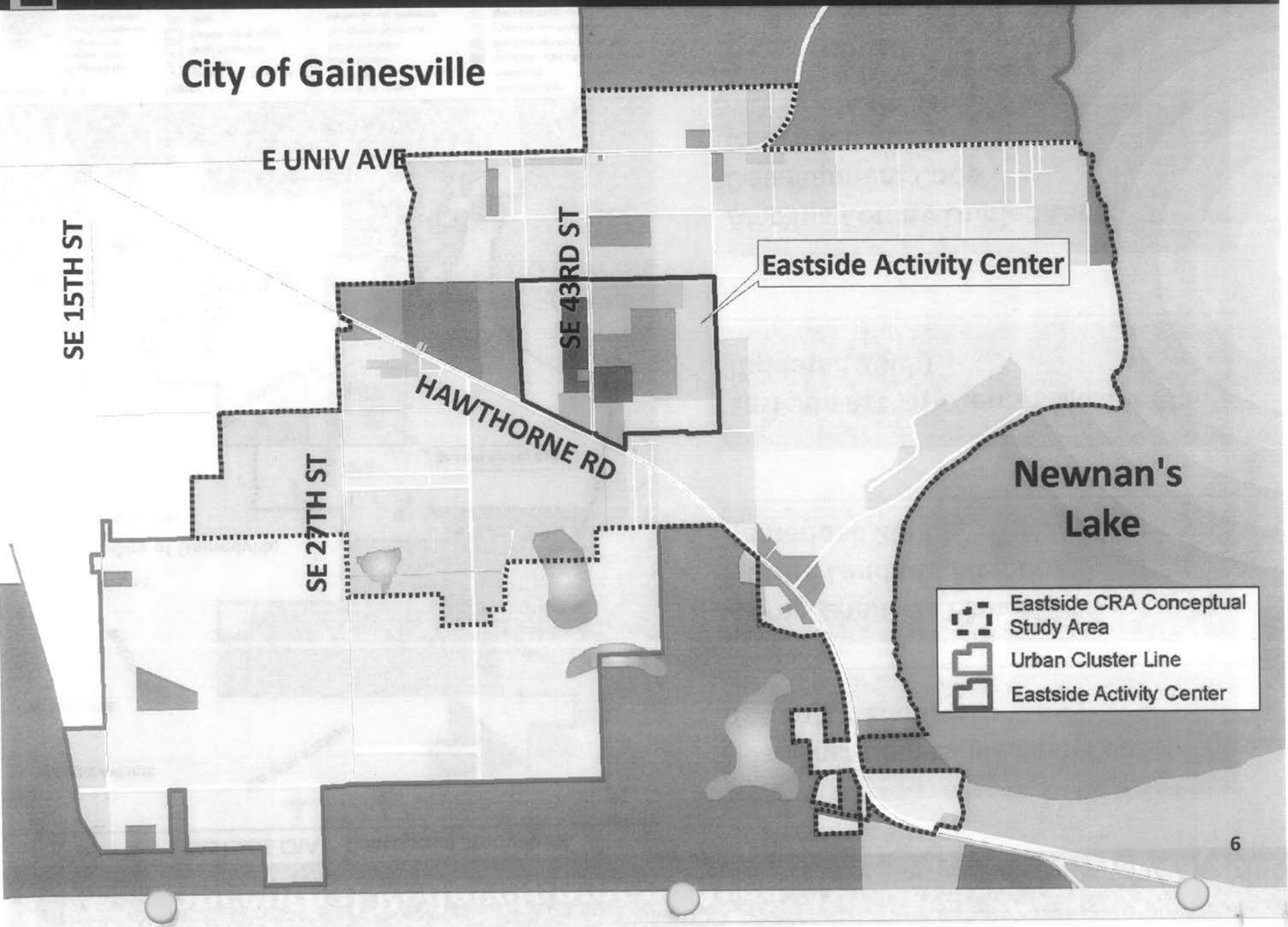
Comprehensive Plan Future Land use Element (amended 2006)

Eastside Activity Center Master Plan (updated 2009)

Alachua County Unified Land Development Code (amended 2010)

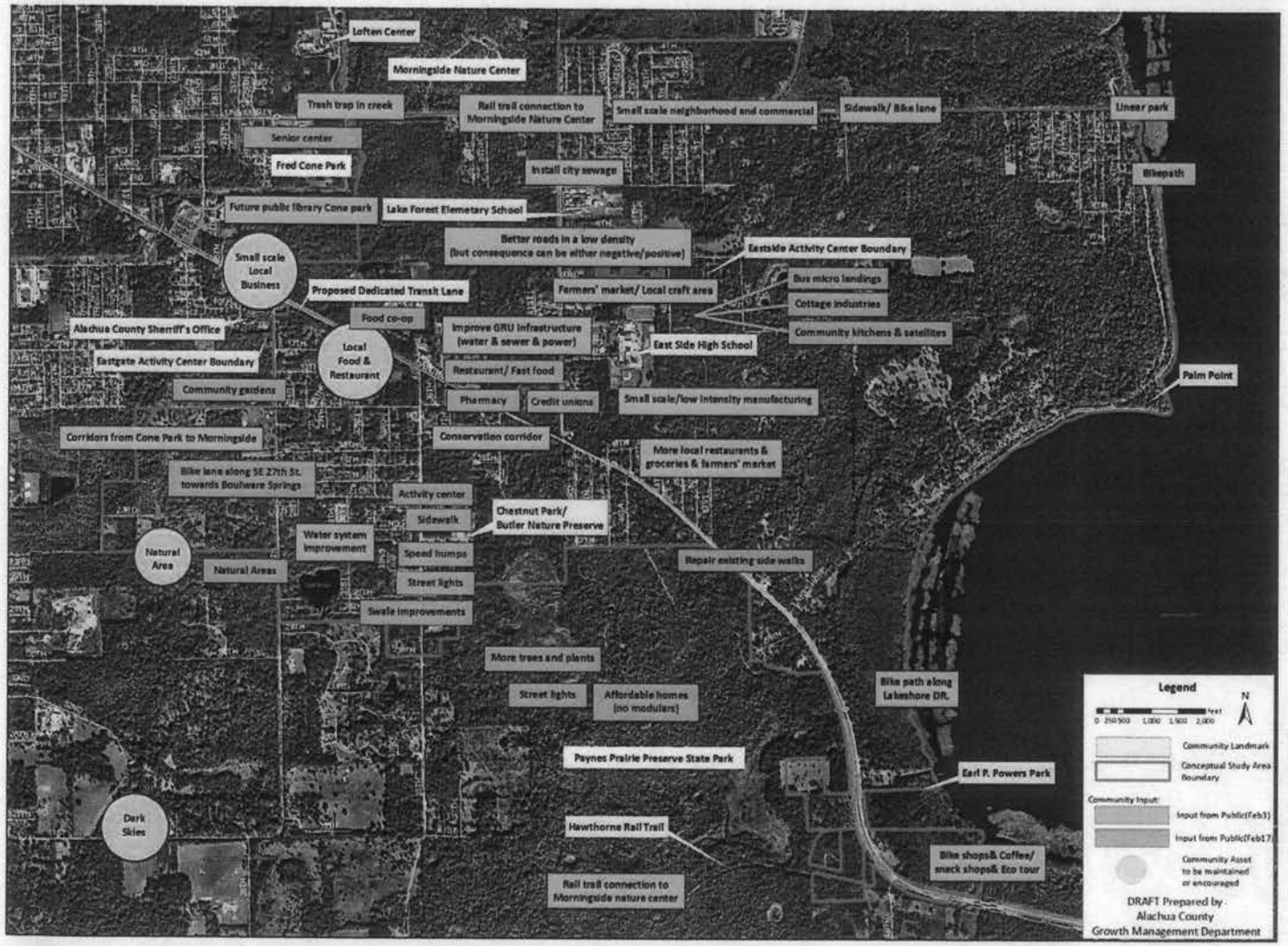
Conceptual Redevelopment Area

May 24, 2011



Summary of Community Meetings

May 24, 2011









February 3, 2011
Eastside High School Media Center

February 17, 2011
Compassionate Outreach Ministries

Examples of needs identified during Community Meetings

- Trash Trap in Creek near Loften High School
- More trees and plants on Hawthorne Rd.
- Farmer's Market
- Small scale local businesses
- Community center at Chestnut Park
- Community gardens at Chestnut Park
- Improve/Increase GRU Infrastructure
- Better and more frequent transit loop/ lake loop
- Repair existing sidewalks in Hawthorne Rd.
- Sidewalks in Chestnut Park
- Bike Path along Lake Shore Drive
- Rail trail connection to Morningside Nature Center
- Sidewalk & Bike Lane on Kincaid Loop
- Better roads within Activity Center area
- Speed humps in Hawthorne Rd. and Chestnut Park
- Street lights in Chestnut Park
- Decorative entrances to existing neighborhood
- Building façade program
- Affordable housing

CRA Goals and example projects

May 24, 2011

Transportation

- Better and more frequent transit services and headways
- Repair existing sidewalks in/around Hawthorne Road
- Improve local roads

Public Facilities

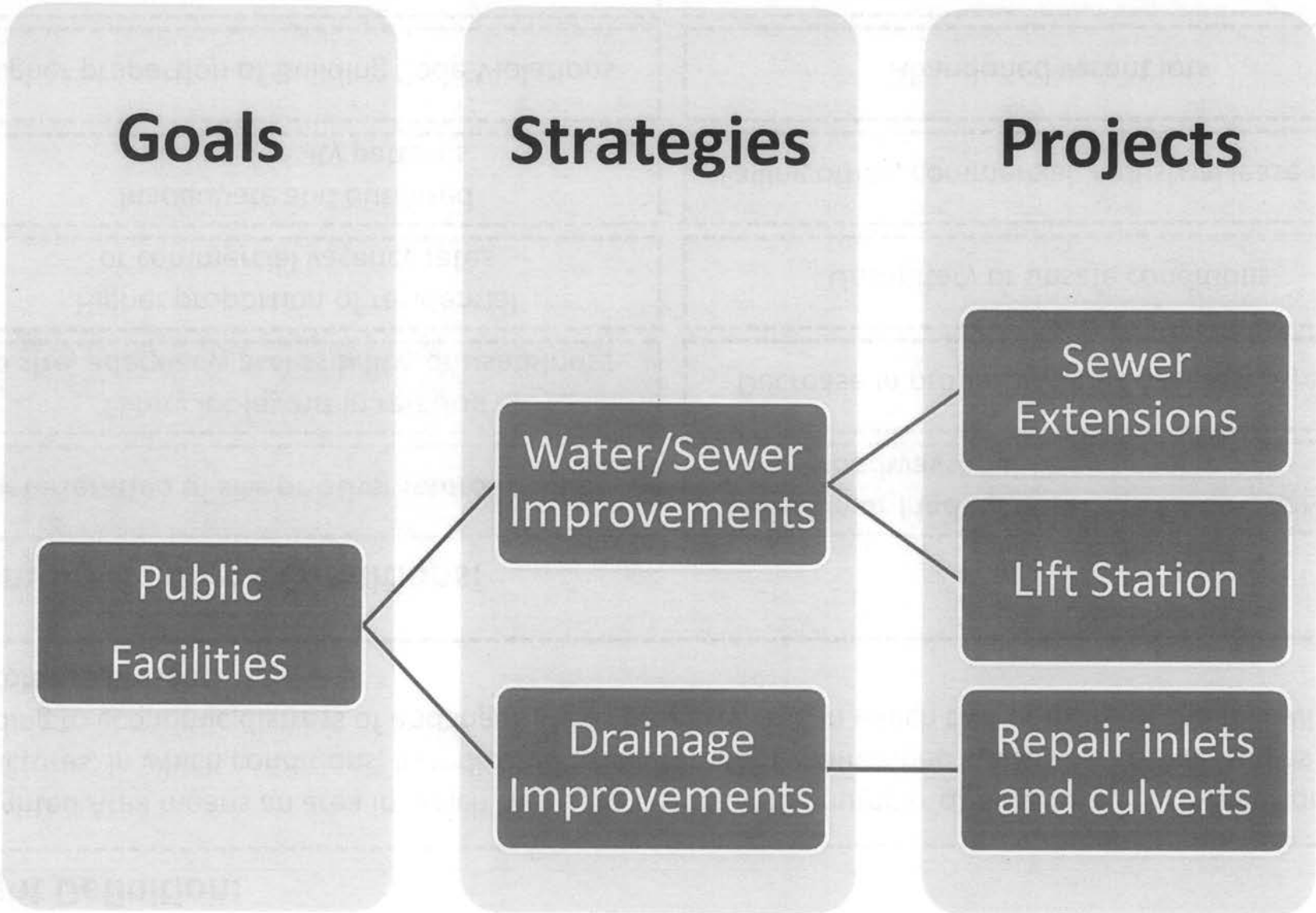
- Improve/Increase water and sewer facilities
- Sanitary sewer lift station
- Street lights in Chestnut Park
- Drainage improvements

Local Economy

- Mixed use developments
- Resident access to shopping and services
- Local businesses
- Farmer's Market in Activity Center
- Light Industrial /small scale manufacturing

Environment

- Trash trap in Creek near Loften High School
- More landscaping on Hawthorne Road
- Maintain natural assets in and near Payne's Prairie


Goals
Strategies
Projects
Public Facilities
Water/Sewer Improvements
Drainage Improvements
Sewer Extensions
Lift Station
Repair inlets and culverts

Finding of Necessity

May 24, 2011

Blight Definition:

"Blighted Area means an area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress of endanger life or property, and in which two or more of the following factors are present:

Examples of Blight Conditions:

Deterioration of site or other improvements	**Defective or inadequate street layout, parking, roadways, public transportation**
Faulty lot layout in relation to size, adequacy, accessibility, or usefulness	Decrease in property values over last 5 years
Higher proportion of residential or commercial vacancy rates	Unsanitary or unsafe conditions
Inadequate and outdated building density patterns	Falling office, commercial, industrial lease rates
Higher proportion of Building Code Violations	Abandoned vacant lots
A determination of demolition by neglect	Higher proportion of Fire and EMS calls

Finding of Necessity:

- Defective or inadequate street layout, parking facilities, roadways, bridges or public transportation facilities;
- Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the past five years;
- Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
- Unsanitary or unsafe conditions;
- Deterioration of site or other improvements;
- Inadequate and outdated building density patterns;
- Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the County;
- Tax or special assessment delinquency exceeding the fair value of the land;
- Residential and commercial vacancy rates higher in the area than in the remainder of the County;
- Incidence of crime in the area higher than in the remainder of the County;
- Fire and emergency medical service calls to the area proportionately higher than in the remainder of the County;
- A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the County;
- Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or
- Governmentally owned property with adverse environmental conditions caused by a public or private entity.

Requirements for Establishing a CRA per Chapter 163, F.S.:

The Board of County Commissioners must appoint a CRA Board

The CRA Board may be composed of the County Commission, or it may be composed of members of the community that are appointed by the Board of County Commissioners.

Adopt the Redevelopment Plan recommended by the CRA Board

The Redevelopment Plan must include the projects recommended by the CRA Board, and the CRA cannot fund projects that are not included in the Redevelopment Plan.

Where does CRA get its funding?

- General fund allocation
- Tax Increment Financing (TIF)
- Public/Private Partnerships
- Grants
- Leveraging

What is Tax Increment Financing (TIF) ?

A revenue source unique to CRAs that can help fund initiatives designed to stimulate economic development, based on the increase in property values due to redevelopment (without an increase in tax rates)

Having a TIF tool can provide the opportunity for leveraging additional funding sources such as grants, micro-loan programs, public-private partnerships and related activities to enhance the quality of life and economic opportunity in the CRA

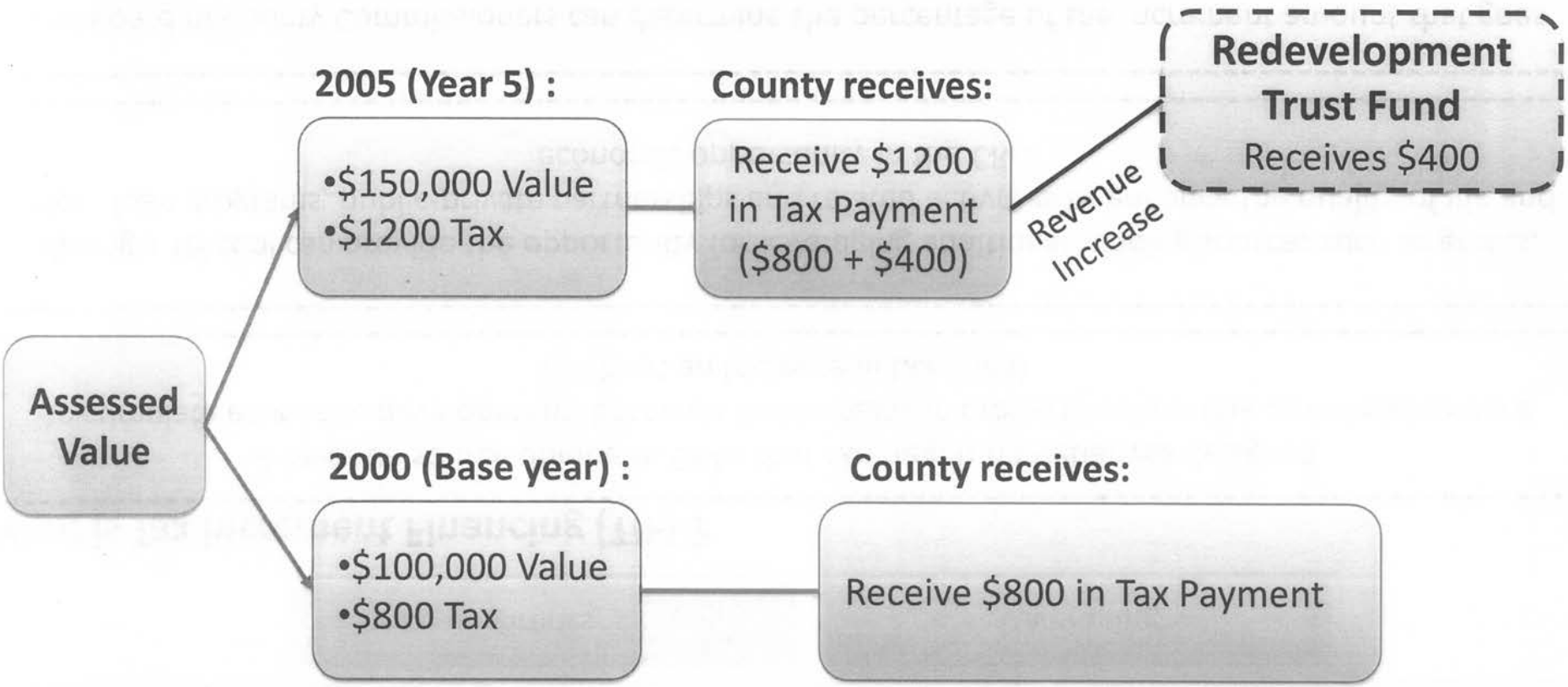
The Board of County Commissioners can determine the percentage of the increment amount that goes back to the CRA (between 50% and 95% of the increment)

If the TIF tool is used, a Trust Fund must be established to escrow the tax increment revenue from the increase in property values which is retained to fund expenses for implementing the Redevelopment Plan

Tax Increment Example

May 24, 2011

Revenue Increase from County received → Redevelopment Trust Fund: Receives $400
(Millage rate is constant)



Timeline

May 24, 2011

2011							2012	
JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
Initiate data collection, study and document community conditions and prepare draft Finding of Necessity								
Plan East Gainesville Final Report (outlined 2003)		Draft Board of County Commissioners resolutions to adopt Finding of Necessity and Draft Board of County Commissioners resolution to establish CRA Board and appoint CRA Commissioners						
Comprehensive Plan Future Land use Element (amended 2006)			Review Finding of Necessity and Resolutions establishing CRA and request authorization to advertise a public hearing to adopt the Resolutions					
Eastside Activity Center Master Plan (updated 2009)				Collaborate with community to prepare Draft Redevelopment Plan				
Alachua County Unified Land Development Code						LPA review of Redevelopment Plan	CRA Board recommends Redevelopment Plan	
Public Inputs from Community Workshops							Board of County Commissioners resolution to adopt CRA Redevelopment Plan	

Conclusion

May 24, 2011

Recommendation: Authorize staff to

1. Proceed with data collection and analysis, field work, and documentation of community conditions necessary to prepare a Finding of Necessity for the conceptual CRA study area

2. Prepare the Finding of Necessity and Resolution to establish an Alachua County Community Redevelopment Agency and bring to the Board of County Commissioners with request to advertise the Public Hearing on adoption of the resolutions

May 24, 2011 Regular BoCC Meeting
Agenda Item #16

Title
FY11 Capital Improvement Program 2nd Quarter Report

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
2nd Quarter Memo Divisional Highlights, Additions, and Completions Spreadsheet Comprehensive CIP Report Transportation Projects By Fund Report Transportation Projects By Project 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 degredation 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.pdf

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA — *Director*
Kent Cichon — *Sr. Financial Management Analyst*
John D. Johnson — *Grants/Contracts Administrator*
Donna Bradbrook, SPHR — *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.

Consolidated Division

CIP Report

achua 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 implemantations of project.
Supervisor of Elections Warehouse Roof Replacement	Project will start on April 18th or May 2, 2011 depending election schedule.
AG 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 Sate 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

achua 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.
surfacing of N. Main Street with Associated Signalization Improvements	Approved awarding of Construction Contract to APAC-Southest, 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

ject	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			

achua 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
ne		

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)												
3199 Court Related - CP												
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	-
3149 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**	-
3399 Court Administrator - CP												
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**	-
3499 State Attorney - CP												
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**	-
3599 Public Defender - CP												
3550 Public Defender - Capital Preservation	0	0	-	0	-	30,000	-	104,667	2,149	2.1	30,000	-
3551 Public Defender - Window Replace &	0	0	-	0	-	0	-	17,840	17,840	100.0	0	-
3599 Public Defender - CP	0	0	-	0	-	30,000	-	**122,507**	**19,989**	**16.3**	**30,000**	-
3799 Courts & Corrections - CP												
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												
1399 Tax Collector - CP												
1305 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**	-
1790 County Manager - CP												
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**	-
1890 Admin Services - Admin - CP												
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**	-
1892 Facilities - CP												
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**	-
3299 Jail - CP												
3211 ACSO Jail Server Room HVAC	0	0	-	0	-	0	-	37,201	37,201	100.0	0	-
3265 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	112,599	65,883	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	146,583	143,566	97.9	0	-
7198 Sheriff Communications - CP	0	0	-	251	-	0	100.0	146,583	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

	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
1812 Facilities Management												
1816 Utilities	17,339	1,268	-92.7	0	100.0	0	-	0	0	-	0	-
1812 Facilities Management	17,339	1,268	-92.7	0	100.0	0	-	0	0	-	0	-
1890 Admin Services - Admin - CP												
1819 Emergency Upgrade UPS E-911 (in	0	33,667	-	0	100.0	0	-	0	0	-	0	-
1874 Emergency Admin Bldg Water Intrusion	5,917	0	100.0	0	-	0	-	0	0	-	0	-
1876 Parking Lot Seal & Stripe Group B	0	4,951	-	0	100.0	0	-	0	0	-	0	-
1877 Admin Bldg - Cooling Tower	0	141,685	-	1,521	-98.9	0	100.0	650	650	100.0	0	-
1890 Admin Services - Admin - CP	5,917	180,303	2,947.2	1,521	-99.2	0	100.0	650	650	100.0	0	-
1892 Facilities - CP												
1818 Administrative Services - Annual Roof	0	32,550	-	0	100.0	0	-	0	0	-	0	-
1859 Admin Building Fire Alarm	3,057	12,980	324.6	0	100.0	0	-	0	0	-	0	-
1865 Downtown Master Space Needs	17,425	0	100.0	0	-	0	-	0	0	-	0	-
1866 ADM BLDG-HVAC Renovation	11,724	415,742	3,446.1	84,925	-79.6	0	100.0	30,398	30,397	100.0	0	-
1867 BLDG CONTROLS UPGRD-PH 1	78,246	75,956	-2.9	0	100.0	0	-	0	0	-	0	-
1868 Farmers Market - Metal Roof	16,280	0	100.0	0	-	0	-	0	0	-	0	-
1869 Farmers Market - Building Additions	7,636	267,353	3,401.1	0	100.0	0	-	0	0	-	0	-
1871 ADM BLDG - SOE Renovations	6,802	0	100.0	0	-	0	-	0	0	-	0	-
1872 City Buildings - Restrm Renov-I	0	144,859	-	11,295	-92.2	0	100.0	0	0	-	0	-
1873 Administrative Services - Auto Building	7,400	135,019	1,724.6	30,118	-77.7	0	100.0	21,460	10,613	49.5	0	-
1892 Facilities - CP	148,569	1,084,460	629.9	126,338	-88.4	0	100.0	51,858	41,010	79.1	0	-
2599 Animal Services - CP												
2502 Door Replacement	6,609	0	100.0	0	-	0	-	0	0	-	0	-
2505 Parking/Incinerator Improvement	3,816	0	100.0	0	-	0	-	0	0	-	0	-
2506 Space Needs Study	5,376	0	100.0	0	-	0	-	0	0	-	0	-
2507 Animal Services Fire Alarm Upgrade	22,113	5,378	-75.7	0	100.0	0	-	0	0	-	0	-
2508 Public Works Generators	85,573	0	100.0	0	-	0	-	0	0	-	0	-
2599 Animal Services - CP	123,487	5,378	-95.6	0	100.0	0	-	0	0	-	0	-
2990 CSS - Admin - CP												
2982 CSS - Parking Lot Expansion	2,737	0	100.0	72,502	-	0	100.0	0	0	-	0	-
2983 CSS - Fans/ Motors/Pumps FY07	6,400	0	100.0	0	-	0	-	0	0	-	0	-
2984 Emergency Lightning Protection on the	0	59,938	-	0	100.0	0	-	0	0	-	0	-
2990 CSS - Admin - CP	9,137	59,938	556.0	72,502	21.0	0	100.0	0	0	-	0	-
2991 Ag Extension - CP												
2921 CSS - AG Center & CCC Carport	21,603	0	100.0	0	-	0	-	0	0	-	0	-
2981 Agriculture Center Fire Alarm Upgrade	14,742	99	-99.3	0	100.0	0	-	0	0	-	0	-
2991 Ag Extension - CP	36,345	99	-99.7	0	100.0	0	-	0	0	-	0	-
3299 Jail - CP												
3201 HVAC Renovation & Repl	97,669	12,946	-86.7	0	100.0	0	-	0	0	-	0	-
3203 Sheriff-Jail Security Doors Design &	436	66,703	15,183.8	0	100.0	0	-	0	0	-	0	-

300 Capital Projects-General

	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
3299 Jail - CP												
3204 Sheriff-Jail Security Camera	0	279	-	755,371	271,031.0	0	100.0	0	0	-	0	-
3205 Sheriff-Jail Overhead Sally Port Doors	36,411	0	100.0	0	-	0	-	0	0	-	0	-
3206 Sheriff-Jail Muffin Grinders	0	86,529	-	90,408	4.5	0	100.0	9,592	0	-	0	-
3207 Emergency Jail Infrastructure	103,562	30,121	-70.9	0	100.0	0	-	0	0	-	0	-
3208 ACSO - Jail Kitchen Design & Remodel	0	0	-	49,974	-	0	100.0	10,504	114	1.1	0	-
3209 ACSO - Jail Kitchen Renovation Phase I	0	0	-	102,577	-	0	100.0	236,946	26,542	11.2	0	-
3212 ACSO Jail Kitchen Renovation Phase II	0	0	-	0	-	400,000	-	400,000	0	-	0	100.0
3250 Jail Dayroom Modification	123,956	1,095	-99.1	0	100.0	0	-	0	0	-	0	-
3251 Jail Sleep/day Rooms	8,628	0	100.0	0	-	0	-	0	0	-	0	-
3254 ACSO Jail Hot Water Heater	51,110	0	100.0	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	-
3263 Jail Exterion Paint & Seal	0	13,036	-	0	100.0	0	-	0	0	-	0	-
3299 Jail - CP	421,773	232,278	-44.9	1,032,785	344.6	400,000	-61.3	1,212,952	582,566	48.0	0	100.0
3399 Court Administrator - CP												
3335 Civil Crthse- Door & Hard	345	0	100.0	0	-	0	-	0	0	-	0	-
3399 Court Administrator - CP	345	0	100.0	0	-	0	-	0	0	-	0	-
3691 Drug Court - CP												
3652 Wilson Bldg Carpt & Paint	2,826	0	100.0	0	-	0	-	0	0	-	0	-
3655 Aids and Assistance	196,500	0	100.0	0	-	0	-	0	0	-	0	-
3691 Drug Court - CP	199,326	0	100.0	0	-	0	-	0	0	-	0	-
3692 Metamorphosis - CP												
3610 Metamorphosis	19,864	0	100.0	0	-	0	-	0	0	-	0	-
3692 Metamorphosis - CP	19,864	0	100.0	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	-
5452 EMS NW 6th Street Station Design	7,917	6,093	-23.0	0	100.0	0	-	0	0	-	0	-
5454 Station #25 Grove Park Land Purchase	123,175	39,545	-67.9	0	100.0	0	-	0	0	-	0	-
5481 Fire Rescue Master Plan	148	81,674	55,253.4	0	100.0	0	-	0	0	-	0	-
5482 FRS #16 & 19-paint & Flr	46,904	0	100.0	0	-	0	-	0	0	-	0	-
5483 FRS Hdqtr-Portable Water Sys	29,490	0	100.0	0	-	0	-	0	0	-	0	-
5486 Fire Station 16 Truck Bay Repair	23,550	0	100.0	0	-	0	-	0	0	-	0	-
5487 FRS Jonesville Station	148,732	280,302	88.5	0	100.0	0	-	0	0	-	0	-
5488 EMS Disaster Storage Fairground/Main	77,375	12,800	-83.5	0	100.0	0	-	0	0	-	0	-
5489 ALS Rescue #1 Downtown	0	17,860	-	0	100.0	0	-	0	0	-	0	-
5491 Fire HQ Generator Replacement	0	29,505	-	0	100.0	0	-	0	0	-	0	-
5492 Fire Roll-Up Doors Repair Group B	0	13,195	-	0	100.0	0	-	0	0	-	0	-

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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												
6502 Annex Elevator Modernization	102,760	0	100.0	0	-	0	-	0	0	-	0	-
6504 Annex Building Upgrade Fire Alarm	4,440	0	100.0	0	-	0	-	0	0	-	0	-
6505 Annex Heatpump Replacement	480	49,429	10,188.1	0	100.0	0	-	0	0	-	0	-
6507 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	-	39,500	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	112,671	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	159,426	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	18.5
301 Capital Projects-Public Works												
0439 Transfer Out - CP												
4101 Recreation Master Plan	0	0	-	4,200	-	0	100.0	0	0	-	0	-
7912 Road & Bridge / Modular Building	0	0	-	53,595	-	0	100.0	0	0	-	0	-

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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	10,806	-	25,257	133.7	0	100.0	779,279	745,316	95.6	0	-
5563 Watermelon Pond	0	1,771	-	13,385	655.7	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	9,618	-	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	-	6,604,374	729.7	0	100.0	5,487,542	1,161,581	21.2	0	-
302 WSPP - Environmentally Sensitive Land	0	796,020	-	6,604,374	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 Praire 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	-

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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 / Monteocha 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	0	-
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 Kanapaha 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	165,980	-
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	512,000	-41.9
319 Campus Development Agreement												
7999 Transportation - CP												
7910 TIP	48,066	134,627	180.1	176,273	30.9	0	100.0	1,960,629	534,114	27.2	0	-
7999 Transportation - CP	48,066	134,627	180.1	176,273	30.9	0	100.0	1,960,629	534,114	27.2	0	-
319 Campus Development Agreement	48,066	134,627	180.1	176,273	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	-

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321 Court Space Need-Courtroom Court	26,416	0	100.0	0	-	0	-	0	0	-	0	-
326 Legacy Lands Program												
5599 Land Conservation - CP												
5560 Land Conservation	0	0	-	0	-	0	-	3,153,972	0	-	0	-
5562 Lochloosa Connector	3,431,262	1,436	-100.0	0	100.0	0	-	0	0	-	0	-
5563 Watermelon Pond	39,144	221,563	466.0	0	100.0	0	-	0	0	-	0	-
5564 Barr Hammock	103,647	115,793	11.7	0	100.0	0	-	0	0	-	0	-
5569 Austin Cary	428,705	25,142	-94.1	0	100.0	0	-	0	0	-	0	-
5570 Kanapaha Prairie	718,032	3,376	-99.5	0	100.0	0	-	0	0	-	0	-
5571 Santa Fe River	1,167,940	22,082	-98.1	0	100.0	0	-	0	0	-	0	-
5574 Lake Santa Fe	197,076	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 Flatwoods	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	-
5580 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	-	3,155,772	0	-	0	-
326 Legacy Lands Program	6,099,847	419,326	-93.1	0	100.0	0	-	3,155,772	0	-	0	-
327 Technology Plan												
1698 Information Services - CP												
1603 Tech Plan	706,137	34,685	-95.1	0	100.0	0	-	0	0	-	0	-
1606 Court Technology	0	24,000	-	0	100.0	0	-	0	0	-	0	-
1608 Intrusion Prevention System	37,556	0	100.0	0	-	0	-	0	0	-	0	-
1609 Network/Internet Monitor	16,914	0	100.0	0	-	0	-	0	0	-	0	-
1610 Migration-Microsoft Exchange Server	0	1,680	-	0	100.0	0	-	0	0	-	0	-
1611 City-Wide Enterprise Projects	0	20,686	-	32,000	54.7	0	100.0	0	0	-	0	-
1612 Stellant Document Management - EDP	5,276	0	100.0	0	-	0	-	0	0	-	0	-
1616 Countywide VOC Projects	0	0	-	7,528	-	0	100.0	0	0	-	0	-
1622 Server Virus & Malware Maintenance	0	26,572	-	89,686	237.5	0	100.0	0	0	-	0	-
1630 SAN Upgrade for all County	0	0	-	82,426	-	200,000	142.6	354,932	199,398	56.2	200,000	-
1631 Internet Connectivity Upgrade	0	0	-	29,697	-	0	100.0	0	0	-	0	-
1632 Collab & Dev Port Svcs	0	0	-	67,360	-	0	100.0	0	0	-	0	-
1633 Barracuda Spyware Software	0	0	-	20,745	-	0	100.0	0	0	-	0	-
1698 Information Services - CP	765,882	107,623	-85.9	329,442	206.1	200,000	-39.3	354,932	199,398	56.2	200,000	-
1893 Human Resources - CP												
1802 HTE Module - HR	41,029	0	100.0	0	-	0	-	0	0	-	0	-
1893 Human Resources - CP	41,029	0	100.0	0	-	0	-	0	0	-	0	-
3697 Court Services - Community Services - CP												
3601 Sharepoint Extl Connector	19,975	3,246	-83.8	0	100.0	0	-	0	0	-	0	-
3697 Court Services - Community Services -	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	358,432	202,898	56.6	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/62nd 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												
5599 Land Conservation - CP												
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												
7198 Sheriff Communications - CP												
7150 Sheriff - Sheriff Communication (CCC)	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												
6899 Development Review - CP												
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												
3199 Court Related - CP												
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	10,395	0	100.0	255	-	0	100.0	146,795	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	20,397	1,088	-94.7	0	100.0	0	-	0	0	-	0	-
3122 Drilling for Tech-CJC	2,027	4,906	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												
3153 Civil Courthouse Clerk Carpet	1,245	0	100.0	0	-	0	-	0	0	-	0	-
3154 ADA Compliance Project	0	0	-	0	-	0	-	80,000	0	-	0	-
9900 Capital Projects - Unallocated	0	0	-	0	-	50,000	-	990,646	0	-	50,000	-
3199 Court Related - CP	269,403	471,748	75.1	433,687	-8.1	50,000	-88.5	1,772,034	255	-	50,000	-
3399 Court Administrator - CP												
3332 Court Support Svc Buildng	986,630	232,741	-76.4	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 Spraw Systen Upgrade	0	282	-	0	100.0	0	-	399,718	247,214	61.8	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	-76.4	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	2,251,920	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	164,175	32,520	-80.2	29,874	-8.1	286,687	859.7	3,785,205	15,895	0.4	630,914	120.1
337 Impact Fees-SW Transp District												
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	24,314	55,262	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	55,262	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	4,663,209	69,391	1.5	1,191,536	129.6
7999 Transportation - CP	3,710	18,289	393.0	10,617	-41.9	519,033	4,788.6	4,663,209	69,391	1.5	1,191,536	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	1,255,795	115.4
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	151,796	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	-98.6	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	387,870	11,172.0	6,696	-98.3	49,135	633.8	49,135	3,039	6.2	124,559	153.5
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												
4501 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												

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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	1,352,950	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												
3259 Sherrif-Jail Dormitory and Barracks	3,367,888	1,498,023	-55.5	56,599	-96.2	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	115,637	0	-	0	-
4112 Recreation / San Felasco Park - Nature	44,018	64,052	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	5,768	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	-99.6	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	4,616,415	-20.3	0	100.0	2,882,934	396,177	13.7	0	-
349 FY07 SAFETEA - LU Grant												
7999 Transportation - CP												
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	276,146	0.9
7915 Road & Bridge - Transportation Capital	115,560	862,527	646.4	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												

	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
352 Jail Energy Conservation Project - Phase II												
0439 Transfer Out - CP												
3264 Jail HVAC Energy Conservation - Phase	0	199,456	-	309,103	55.0	292,350	-5.4	292,350	292,350	100.0	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	100.0
3299 Jail - CP												
3264 Jail HVAC Energy Conservation - Phase	0	149,138	-	195,153	30.9	0	100.0	6,753,530	835,036	12.4	0	-
3299 Jail - CP	0	149,138	-	195,153	30.9	0	100.0	6,753,530	835,036	12.4	0	-
352 Jail Energy Conservation Project - Phase	0	348,594	-	504,256	44.7	292,350	-42.0	7,045,880	1,127,386	16.0	0	100.0
401 Hazardous Waste Management												
5597 Hazardous Waste Collection - CP												
5504 Hazardous Waste Building Expansion	0	0	-	0	-	150,000	-	150,000	0	-	0	100.0
5597 Hazardous Waste Collection - CP	0	0	-	0	-	150,000	-	150,000	0	-	0	100.0
401 Hazardous Waste Management	0	0	-	0	-	150,000	-	150,000	0	-	0	100.0
Report Total	34,938,710	25,319,949	-27.5	24,608,694	-2.8	13,354,428	-45.7	73,782,481	18,174,636	24.6	9,303,369	-30.3

Transportation Projects

By Project

	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
99 Capital Projects												
31-00 Professional Services	0	0	-	0	-	0	-	9,600	0	-	0	-
31-80 Prop Appr/tax Coll Fees	692	692	-	711	2.7	0	100.0	9,954	448	4.5	0	-
31-93 Other Professional Services	3,000	0	100.0	0	-	0	-	0	0	-	0	-
34-99 Other Contractual Srvcs	0	0	-	1,691,357	-	0	100.0	0	0	-	0	-
41-62 Postage	18	0	100.0	0	-	0	-	0	0	-	0	-
46-50 Road Maintenance & Repair	0	323,699	-	42,680	-86.8	0	100.0	0	0	-	0	-
49-04 Legal Advertising	959	0	100.0	0	-	0	-	0	0	-	0	-
49-99 Other Current Chgs & Oblig	250	0	100.0	0	-	0	-	0	0	-	0	-
61-20 Land-Professional Service	0	3,000	-	51,500	1,616.7	0	100.0	0	0	-	0	-
61-50 Right-of-Way Land	13,809	49,405	257.8	38,875	-21.3	0	100.0	0	4,000	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	1,091,001	-	26,802,746	221,202	0.8	3,990,521	265.8
63-02 Infrastructure - SE 15th St. Path	0	2,500	-	9,299	271.9	0	100.0	0	57,939	-	0	-
63-05 Infrastructure - NW 98th St. Path	0	3,973	-	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	460	-	1,053	129.1	0	100.0	0	0	-	0	-
63-11 Infrastructure/SW8th Ave frm SW 122nd	1,289,217	994,330	-22.9	0	100.0	0	-	0	0	-	0	-
63-13 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	-
63-16 SW63B/SW41STERM-GRIP S565	0	0	-	0	-	0	-	12,396	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	-
63-24 NW 227th Dr - GRIP	0	0	-	208,985	-	0	100.0	0	52,576	-	0	-
63-25 Infrastructure / SW 8th Ave Recreation	89,253	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	-	49,082	20,220.5	0	100.0	226,800	226,800	100.0	0	-
63-27 Infrastructure - Traffice Managment	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	-
63-29 Infrastructure / SW 20th Ave & SW 34th	1,195,701	33	-100.0	0	100.0	0	-	0	0	-	0	-
63-30 Infrastructure / NE 182nd Ave Recon	1,496,053	0	100.0	0	-	0	-	0	0	-	0	-
63-32 Infrastructure / NW CR 236	64,345	81,424	26.5	28,934	-64.5	0	100.0	0	0	-	0	-
63-33 Infrastructure / NW CR 241 FM SR 235	19,928	3,029,812	15,103.8	2,860,634	-5.6	0	100.0	0	0	-	0	-
63-34 Infrastructure / SW 91st St & SR 26	87,690	143,510	63.7	52,890	-63.1	0	100.0	26,809	27,103	101.1	0	-
63-35 Infrastructure / SW 122nd St & SR 24	18,946	8,648	-54.4	1,234,093	14,170.0	0	100.0	198,944	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	100.0	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 / Ft. Clarke Forest	187,831	0	100.0	0	-	0	-	0	0	-	0	-
63-39 SW 175th Ave - GRIP	0	0	-	171	-	0	100.0	0	119,114	-	0	-
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 61st St & SW 24th	63	16,166	25,736.7	5,953	-63.2	0	100.0	69,392	69,391	100.0	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
63-46 Infrastructure / NW 39th Ave & NW 143rd	147,999	0	100.0	0	-	0	-	0	0	-	0	-
63-47 Infrastructure / NW 93rd 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	8,620	-	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
99 Capital Projects												
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	-
63-52 Infrastructure / NW 39th Ave & NW 110th	753,697	387,753	-48.6	0	100.0	0	-	0	0	-	0	-
63-53 Infrastructure / NW 51st St & NW 23rd	683,131	369,744	-45.9	0	100.0	0	-	8,396	8,396	100.0	0	-
63-54 Infrastructure / SR & CR 1474	1,613,081	934,581	-42.1	0	100.0	0	-	0	0	-	0	-
63-57 Infrastructure / SW 15th 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	-	132,860	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	6,172	16,208	162.6	155,166	857.3	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	100.0	14,188	4,238,227	29,871.9	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 CR352	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 - 214S - GRIP S362	0	0	-	0	-	0	-	115,223	0	-	0	-
63-69 NW170St - GRIP - SEG 510	0	0	-	0	-	0	-	81,010	0	-	0	-
63-73 NW 75th St - GRIP	0	0	-	34,022	-	0	100.0	0	110,450	-	0	-
63-74 Undefined	0	0	-	0	-	0	-	0	250	-	0	-
63-76 Infrastructure / Arredondo Estate Sub	533	0	100.0	0	-	0	-	0	0	-	0	-
63-81 Undefined	0	0	-	0	-	0	-	0	250	-	0	-
63-84 SW 1st Pl - Multi Use Path	0	0	-	3,191	-	0	100.0	0	100	-	0	-
63-85 Undefined	0	0	-	0	-	0	-	0	250	-	0	-
63-89 SW 24th Ave/SW 62nd Blvd	4,677,271	4,386	-99.9	1,240	-71.7	0	100.0	11,242	11,241	100.0	0	-
64-20 Heavy Equipment	0	143,668	-	0	100.0	0	-	0	0	-	0	-
64-30 Furniture & Equipment	18,869	0	100.0	0	-	0	-	0	0	-	0	-
91-12 Interfund Transfer to Gas Tax Fund 149	0	516,583	-	92,265	-82.1	0	100.0	0	0	-	0	-
99 Capital Projects	13,666,868	9,297,830	-32.0	8,998,746	-3.2	7,808,495	-13.2	40,786,172	11,554,021	28.3	3,990,521	-48.9
Report Total	13,666,868	9,297,830	-32.0	8,998,746	-3.2	7,808,495	-13.2	40,786,172	11,554,021	28.3	3,990,521	-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 Appr/tax 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	-	**497,685**	**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	-
61-50 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**	**534,114**	**27.2**	**0**	-
328 West End Special Assesmnt												
31-00 Professional Services	0	0	-	0	-	0	-	3,500	0	-	0	-
31-80 Prop Appr/tax 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	-	92,265	-	0	100.0	0	0	-	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												
61-50 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 Appr/tax 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**	-	**585,939**	**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	129.6
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 61st St & SW 24th	63	16,166	25,736.7	5,953	-63.2	0	100.0	69,392	69,391	100.0	0	-
64-30 Furniture & Equipment	760	0	100.0	0	-	0	-	0	0	-	0	-
337 Impact Fees-SW Transp District	3,710	18,289	393.0	10,617	-41.9	519,033	4,788.6	4,663,209	69,391	1.5	1,191,536	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	-
46-50 Road Maintenance & Repair	0	323,699	-	42,680	-86.8	0	100.0	0	0	-	0	-
49-99 Other Current Chgs & Oblig	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	-	49,082	-	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 62nd 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	-65.0	95,042	-95.2	0	100.0	686,581	226,800	33.0	0	-
345 2006 Gas Tax Revenue Bond Capital												
63-25 Infrastructure / SW 8th Ave Recreation	60	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	187,831	0	100.0	0	-	0	-	0	0	-	0	-
63-52 Infrastructure / NW 39th Ave & NW 110th	753,697	380,300	-49.5	0	100.0	0	-	0	0	-	0	-
63-53 Infrastructure / NW 51st St & NW 23rd	683,131	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 Srvcs	0	0	-	1,691,357	-	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 - Traffice Managment	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	353,695	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	-
63-05 Infrastructure - NW 98th St. Path	0	3,973	-	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 S565	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 175th 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 93rd 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	8,620	-	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 15th 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	-	132,860	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 CR352	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 - 214S - GRIP S362	0	0	-	0	-	0	-	115,223	0	-	0	-
63-69 NW170St - GRIP - SEG 510	0	0	-	0	-	0	-	81,010	0	-	0	-
63-73 NW 75th St - GRIP	0	0	-	34,022	-	0	100.0	0	110,450	-	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
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 1st Pl - Multi Use Path	0	0	-	3,191	-	0	100.0	0	100	-	0	-
63-85 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	1,593,042	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												
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	12,571,484	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 26	0	33,415	-	52,890	58.3	0	100.0	26,809	27,103	101.1	0	-
63-35 Infrastructure / SW 122nd St & SR 24	0	8,648	-	1,234,093	14,170.0	0	100.0	198,944	75,795	38.1	0	-
63-36 Infrastructure / N. Main St & N 8th Ave -	0	12,212	-	32,478	165.9	0	100.0	15,796	15,796	100.0	0	-
63-52 Infrastructure / NW 39th Ave & NW 110th	0	7,453	-	0	100.0	0	-	0	0	-	0	-
63-53 Infrastructure / NW 51st St & NW 23rd	0	7,933	-	0	100.0	0	-	8,396	8,396	100.0	0	-
63-54 Infrastructure / SR & CR 1474	0	134,429	-	0	100.0	0	-	0	0	-	0	-
63-61 Infrastructure / SE CR 325 & SE 346	0	14,862	-	78,271	426.7	0	100.0	14,188	4,238,227	29,871.9	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	-
Report Total	13,666,868	9,297,830	-32.0	8,998,746	-3.2	7,808,495	-13.2	40,786,172	11,554,021	28.3	3,990,521	-48.9

May 24, 2011 Regular BoCC Meeting
Agenda Item #17

Title
Technical Advisory Committee establishment: to review alternative potential organics recycling technologies for the Sustainable Solid Waste System (Amended)

Amount
N/A

Description
Request Adoption for the Establishment of a technical advisory committee to review alternative potential organics recycling technologies for the Sustainable Solid Waste System.

Recommendation
Adopt the resolution for Establishment of an eight (8) member technical advisory committee to include five (5) regular members, two (2) ex-officio members and one (1) alternate to review alternative potential organics recycling technologies for the Sustainable Solid Waste System.

Alternative(s)
Do not approve the Approve the resolution for Establishment of a technical advisory committee to review alternative potential organics recycling technologies for the Sustainable Solid Waste System.

Requested By
Mary Lowry x6904

Originating Department
County Manager's Department

Attachment(s) Description
Resolution for establishment of a technical advisory committee to review alternative potential organics recycling technologies for the Sustainable Solid Waste System.

Documents Requiring Action
Resolution for establishment of a technical advisory committee to review alternative potential organics recycling technologies for the Sustainable Solid Waste System.

Executive Summary
The Board of County Commissioners (BoCC) has assigned staff to move forward with a Sustainable Solid Waste Program which includes the design and permitting of facilities that are required to meet the following goals: 1) reach the mandated state and local 75% Recycling Goal 2) establish an organics recycling program 3) continue development of a Resource Recovery Park 4) establish regulatory flow control 5) establish an ad hoc, sunset technical advisory committee to review the organics recycling facility

Background
The adoption by the state of Florida 75% recycling goal and Alachua County's Comprehensive Plan goals guided staff in the creation of a timeline and methodology for building a sustainable solid waste program. The Board of County Commision endorsed this plan in November 2010 and the Board of County Commssioners approved the following motion at the regular meeting of

January 25th, 2011: 1. Approve the budget amendment to transfer funds from Solid Waste Reserves for a location feasibility analysis for the organics recycling facility, and design and permitting of the organics recycling facility and the materials recovery facility for the Sustainable Solid Waste Program including consideration and evaluation of technologies that can capture and recycle energy and organics from the municipal solid waste stream as received at the County's Material Recovery Facility. 2. Convene an ad hoc, sunset technical advisory committee to review the organics recycling facility all the way through the process. Responsibilities of this committee would include but not be limited to, the following: a. Review ongoing plans and critique b. Receive and consider alternative waste disposal options c. Communicate with County staff, other governments and private entities regarding the technical issues posed by the proposed facilities d. Report conclusions to the Board of County Commissioners. This motion carried 5-0.

Issues
The BoCC wishes to utilize the professional expertise of the community in the areas of solid waste management, financial analysis and renewable energy to review alternative potential organics recycling technologies.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Resolution Creating Technical Advisory Committee.pdf

RESOLUTION 11-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING THE ALACHUA COUNTY TECHNICAL ADVISORY COMMITTEE; ESTABLISHING THE MEMBERSHIP THEREOF; ESTABLISHING THE RESPONSIBILITIES AND DUTIES THEREOF; PROVIDING FOR A SUNSET DATE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes assigns responsibility for solid waste management to the boards of county commissions of the 67 Florida counties and the organic fraction of the waste stream is included as solid waste management; and

WHEREAS, the Alachua County Board of County Commissioners (BoCC) has instructed staff to move forward with the long-term goals of a materials recovery facility, a Resource Recovery Park and an organics recycling facility; and

WHEREAS, as part of the long-term goals, County staff has developed an organics recycling system, which meets the criteria of maximum energy extraction, beneficial soil amendment production and a financial structure to benefit the County ratepayers; and

WHEREAS, the BoCC wishes to utilize the professional expertise of the community in the areas of solid waste management, financial analysis and renewable energy to review alternative potential organics recycling technologies;

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

1. **Technical Advisory Committee**. The Board of County Commissioners of Alachua County, Florida, hereinafter referred to as the "County", hereby establishes the Alachua County Technical Advisory Committee, hereinafter referred to as the "Advisory Board". The sunset date for the Advisory Board will be December 31, 2011.
2. **Membership**. The Advisory Board shall have a membership not to exceed eight (8) members; five (5) citizen members, two (2) non-voting members, and one alternate. The Board of County Commissioners shall appoint two (2) Solid Waste Engineering Professionals with a minimum of 10 years experience, one (1) Capital improvements

economic analyst with 10 years experience; one (1) Renewable energy professional with 10 years experience; and one (1) Citizen at Large with proven knowledge and expertise of the solid waste, recycling and resource recovery industry. Non-voting members will consist of one (1) member from the City of Gainesville with professional engineering experience and one (1) member with professional experience in bio-solids management.

3. **Responsibilities of the Advisory Board**. The responsibilities of the Advisory Board shall include:

    a. Review ongoing plans for organics recycling and critique and compare to other alternative technologies.
    b. Receive and review proposals for alternative organics recycling options and technologies that can capture and recycle energy and organics from the municipal solid waste stream as received at the County's Material Recovery Facility through oral and written presentations.
    c. Compare "apples to apples" financial analyses for each proposed system for a 25 year system cost that includes debt service and operational and administrative costs on a per ton basis based on the County staff assumptions and financial analysis.
    d. Communicate with County staff, other governments and private entities regarding the technical issues posed by any of the proposed facilities.
    e. Report findings and conclusions to the Board of County Commissioners.

4. **Officers of the Board**. The Advisory Board shall elect one of its members as Chair and one as Vice-Chair, and such other officers as the Advisory Board deems necessary to meet its needs. Elections shall be held at the first regularly scheduled meeting after appointment of the Advisory Board. The Chair shall preside and conduct meetings of the Advisory Board according to the most recent version Alice Sturgis' Standard Code of Parliamentary Procedure. The Vice-Chair shall act in the absence of the Chair.

5. **Meetings**. The Advisory Board shall meet as needed. Special meetings may be called by the Chair or Vice-Chair, the staff liaison, or by any three (3) members of the Advisory Board (through the Board Liaison) upon forty-eight (48) hours' notice to all members and the Director of Public Works. All meetings shall be open to the public.

6. **Appointments**. The County shall appoint citizens to serve on the Advisory Board in accordance with the Board Rules of Procedure.

7. **Meeting Agendas**. The Chair shall be responsible for the meeting agenda, which agenda shall be mailed to each member of the Advisory Board at least five (5) days prior to the next meeting date. The Director of the Department of Public Works and any member of the Advisory Board may place an item on the agenda by notifying the Board Liaison or Staff Support prior to preparation of the agenda. The absence of an agenda shall not invalidate a properly noticed meeting.

8. **Subcommittees**. Subcommittees shall be appointed by the Chair when necessary as determined by the Advisory Board.

9. **Quorum**. A majority of the Board membership positions filled shall constitute a quorum. Recommendations and decisions of the Advisory Board will be made by a simple majority vote.

10. **Attendance**. The Director of Public Works, or a designated representative from the Department of Public Works, shall attend all meetings of the Advisory Board, but shall not vote on any matter. The attendance policy for the Board shall be in accordance with the attendance policy for boards and committees set forth in the Alachua County Commission's Rules of Procedure

11. **Compensation**. Members of the Advisory Board shall receive no compensation for the performance of their duties hereunder.

12. **Reports**. All recommendations of the Advisory Board shall be reduced to writing and shall be forwarded to the Advisory Board Program Coordinator, who shall forward them to the BoCC and the County Manager, with copies thereof being provided to the Advisory Board members and the Director of Public Works.

13. **Effective Date**. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this _____ day of _____, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

APPROVED AS TO FORM

_____
Alachua County Attorney

(SEAL)

Alachua County eAgenda

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

May 24, 2011 Regular BoCC Meeting
Agenda Item #18

Title
County Manager's Report

Amount
N/A

Description
Request to give County Manager's Report

Recommendation
Accept County Manager's Report

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

County Manager's Report May 24, 2011

1. **Time sensitive request regarding Mini Grant for Energy Economic Zone Study:**
   Recently staff from the Florida Department of Community Affairs and the Governor's Energy Office have been in touch with the County's Department of Growth Management about a potential "Mini-grant" of $20,000 to the County (no match required). The County has been identified as a one of six local government candidates for this grant based on an application submitted in 2009 for the "Energy Economic Zone Pilot Program" established by the Florida Legislature focusing on energy conservation and economic goals. After discussions with DCA and the Governor's Energy Office about acceptable ways to use this grant, it appears that the grant could be used to build on the foundation laid by Plan East Gainesville, the Energy Element, the Eastside Activity Center and the follow-up work that's been initiated on the Eastside Community Redevelopment Area, to develop those strategies further; the County is being requested to develop a feasibility study identifying incentives similar to those offered in Enterprise Zones including identification of any legislative changes that would be needed to enable application of those incentives to the unincorporated Eastside area to pursue the goals of the Energy Economic Zone. Staff is processing the paperwork for this grant which has a very short turnaround time, with a final report due by September 30th.

May 24, 2011 Regular BoCC Meeting
Agenda Item #23

Title
Public Hearing for Board consideration to adopt a Resolution to vacate portions of certain platted streets within the plat of Rochelle (Amended)

Amount
N/A

Description
Public Hearing for Board consideration to adopt a Resolution to vacate portions of certain platted streets within the plat of Rochelle

Recommendation
Adopt the Resolution to vacate portions of certain platted streets within the plat of Rochelle and execute the four (4) County Deeds to Reginald L. and Lanita H. Brown; Thomas H. and Cleo B. Jenkins; Rollin J. and Joan M. Hogan and Franklin S. and Cynthia J. Morgan.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 Robert W. Wigglesworth ext 1224)

Originating Department
Public Works Department

Attachment(s) Description
Resolution with location maps and four (4) County Deeds.

Documents Requiring Action
Resolution vacating a portion of Hague Street in the Town of Hague plat and Four (4) County Deeds: 1. Reginald L. & Lanita H. Brown, Tax Parcel 18177-000-000; 2.Thomas H. & Cleo B. Jenkins, Tax Parcel's 18209-001-000 and 18209-005-000; 3. Rollin J. & Joan M. Hogan, Tax Parcel 18149-001-000; 4. Franklin S. & Cynthia J. Morgan, Tax Parcel 18149-000-000.

Executive Summary
Public Hearing for the Board of County Commissioners to consider adopting a Resolution authorizing the vacation of portions of certain various platted streets in the plat of Rochelle

Background
Alachua County Public Works Department has received an application from property owners, Reginald & Lanita Brown, Franklin & Cynthia Morgan, Rollin & Joan Hogan and Thomas & Cleo Jenkins requesting the vacation of portions of various platted paper streets within the plat of Rochelle. 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 the 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 have never been open or used, and 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 area of Rochelle is located south of County Road 2082, east of County Road 234 and west of SE 92 Terrace (private) in Rochelle, Florida. This Resolution is in accordance with Alachua County Code Chapter 324.

Issues
If the Resolution is not adopted codes will not issue a building permit to Reginald and Lanita Brown to construct a single family residence on their property.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: CD_Hogan_ROCHELLE.pdf
Attachment: Resolution_ROCHELLE.pdf
Attachment: CD_Morgan_ROCHELLE.pdf
Attachment: CD_Jenkins_ROCHELLE.pdf
Attachment: CD_Brown_ROCHELLE.pdf
Attachment: Power_Point_ROCHELLE.pdf

RESOLUTION 11-55

A RESOLUTION BY THE BOARD OF COUNTY COMMSSIONERS OF ALACHUA COUNTY FLORIDA, TO VACATE CERTAIN PORTIONS OF VARIOUS PLATTED STREETS WITHIN THE PLAT OF ROCHELLE; AUTHORIZING THE CHAIR TO EXECUTE ALL DOCUMENTS RELATED THIS ACTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 336.09, Fla. Stat., and Chapter 324 of the Alachua County Code authorize and empower the Board of County Commissioners (Board), upon the petition of any person(s), to vacate any existing public or private street, and renounce the rights of both the county and the public in and to any land in connection with the vacated street, and

WHEREAS, the Board received a petition from property owners, Reginald & Lanita Brown, Franklin & Cynthia Morgan, Rollin & Joan Hogan and Thomas & Cleo Jenkins requesting the vacation of portions of various platted paper streets lying between Tax Parcel's 18149-001-000; 18177-000-000; 18149-003-000 & 18209-001-000 within in the plat of Rochelle, as per plat recorded in Plat Book "A", page 39, in the Public Records of Alachua County, Florida, also described in Exhibit A, and

WHEREAS, the Board passed a resolution declaring that a public hearing would be held and authorized the advertisement of a public hearing to consider vacating certain portions of various platted streets in the Rochelle, which was published in accordance with the requirements of Section 336.10, Fla. Stat., and Section 324.02(1) of the Alachua County Code, and

WHEREAS, on May 24th, 2011 at 5:00 p.m., a duly noticed public hearing was held to consider whether to vacate and close the portions of various streets described in Exhibit "A", and

WHEREAS, the Board determined, in accordance with the procedures set forth in section 324.02(8) of the Alachua County Code, that vacating the portions of said streets will not violate individual property rights, or deprive property owners of a reasonable and convenient means of ingress and egress to their property; and

WHEREAS, the Board has determined that vacating the said streets will not injure the public welfare, but instead is in the best interest of the public welfare.

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

Section 1. Findings. The Board finds, determines, and declares that the recitals in the preamble are true and correct, and hereby incorporates them by reference.

Section 2. Approval of the Petition to Vacate. That the various portions of platted streets, as described in Exhibit A, are hereby vacated, abandoned, discontinued and closed.

Section 3. Renunciation of Rights. The Board renounces and disclaims any right of the county and the public in and to any land in connection with the vacation of the various portions of the platted streets in Rochelle.

Section 4. Authority of Chair. The Chair is hereby authorized to execute any documents approved by the County Attorney related to the vacation of those portions of the said platted streets in Rochelle.

Section 5. Effective Date. This resolution shall take effect when proof of publication for both the Notice of Public Hearing, and the Notice of Adoption of Resolution -_____, along with the original Resolution _____, are recorded in the official records of Alachua County, Florida.

DULY ADOPTED in regular session, this 28th day of June, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By:_____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby,
Clerk of Court

APPROVED AS TO FORM:

_____
Alachua County Attorney

EXHIBIT "A"

Various portions of certain 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, and being more particularly described as follows:

1. That 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 1.
2. That portion of a 60-foot un-named running in east, west direction between Block 2 and Block's 4 & 5.
3. All of that 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. All of that 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. That 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 6, Block 13.

All lying and being in Section 29, Township 10 South, Range 21 East, Alachua County, Florida.

EXHIBIT "B"

PROOF OF PUBLICATION

WILL BE INSERTED

HERE PRIOR

TO THE

PUBLIC HEARING.

A-39

ROCHELLE

ALACHUA COUNTY, FLORIDA.

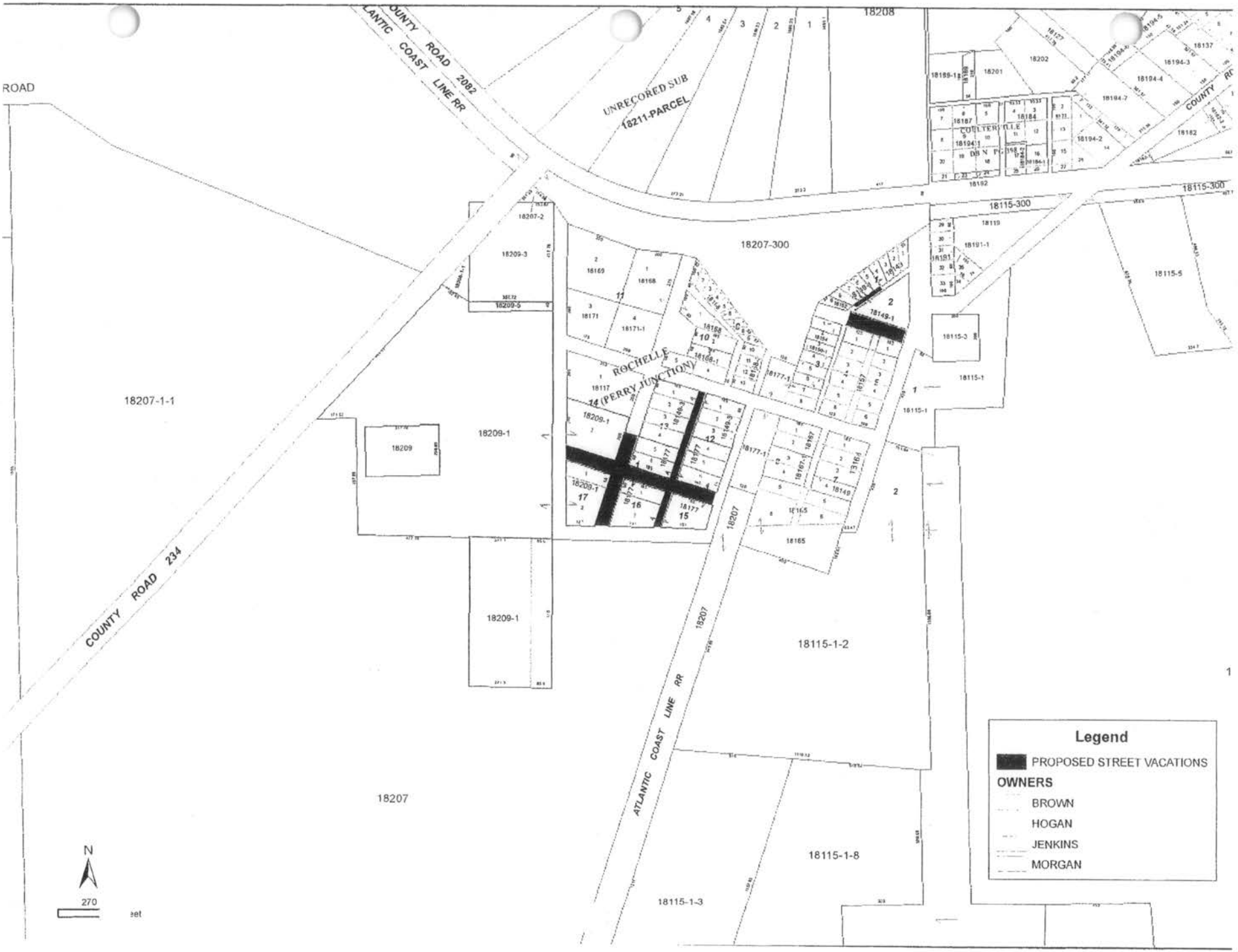


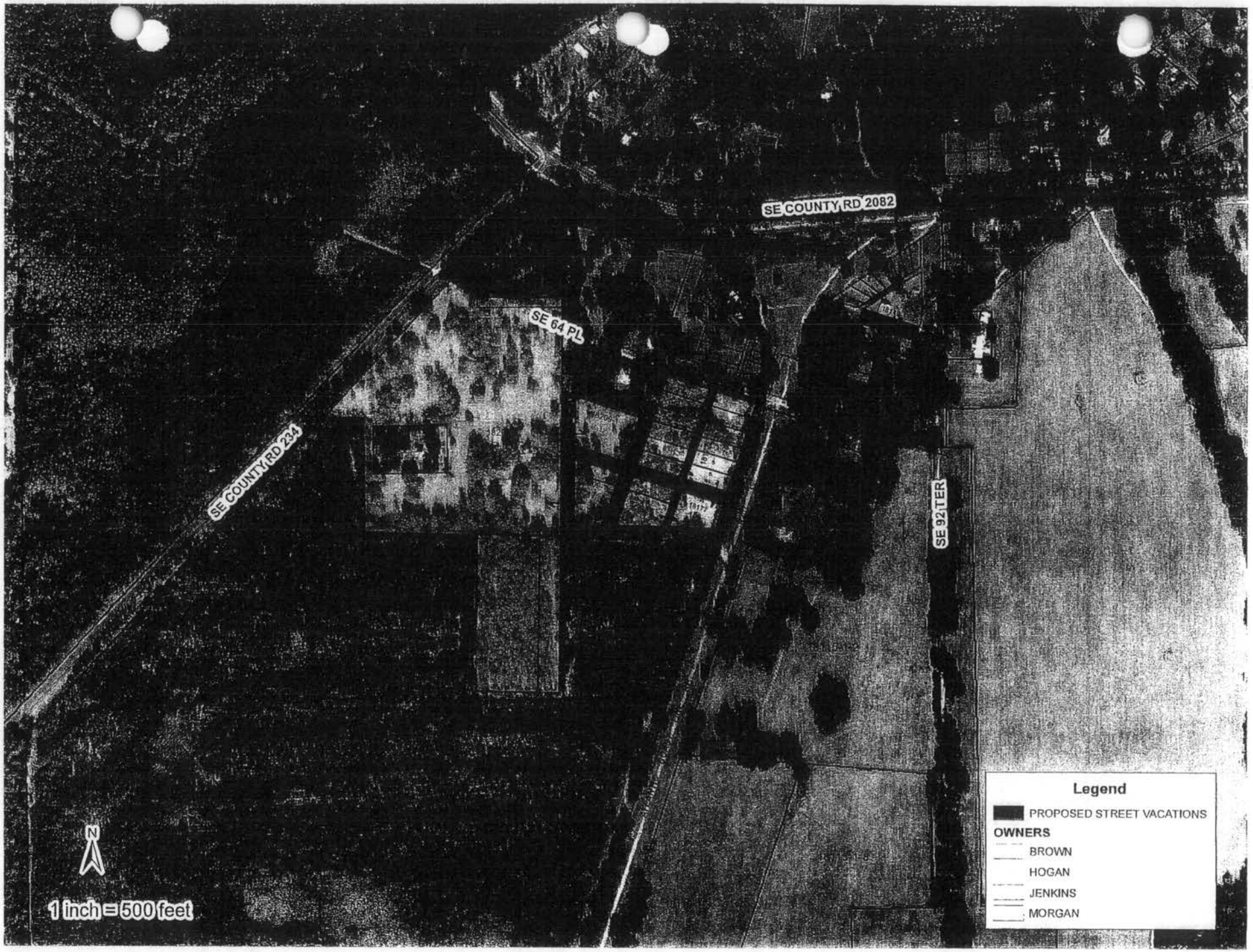
SCALE, 300 FEET TO ONE INCH.

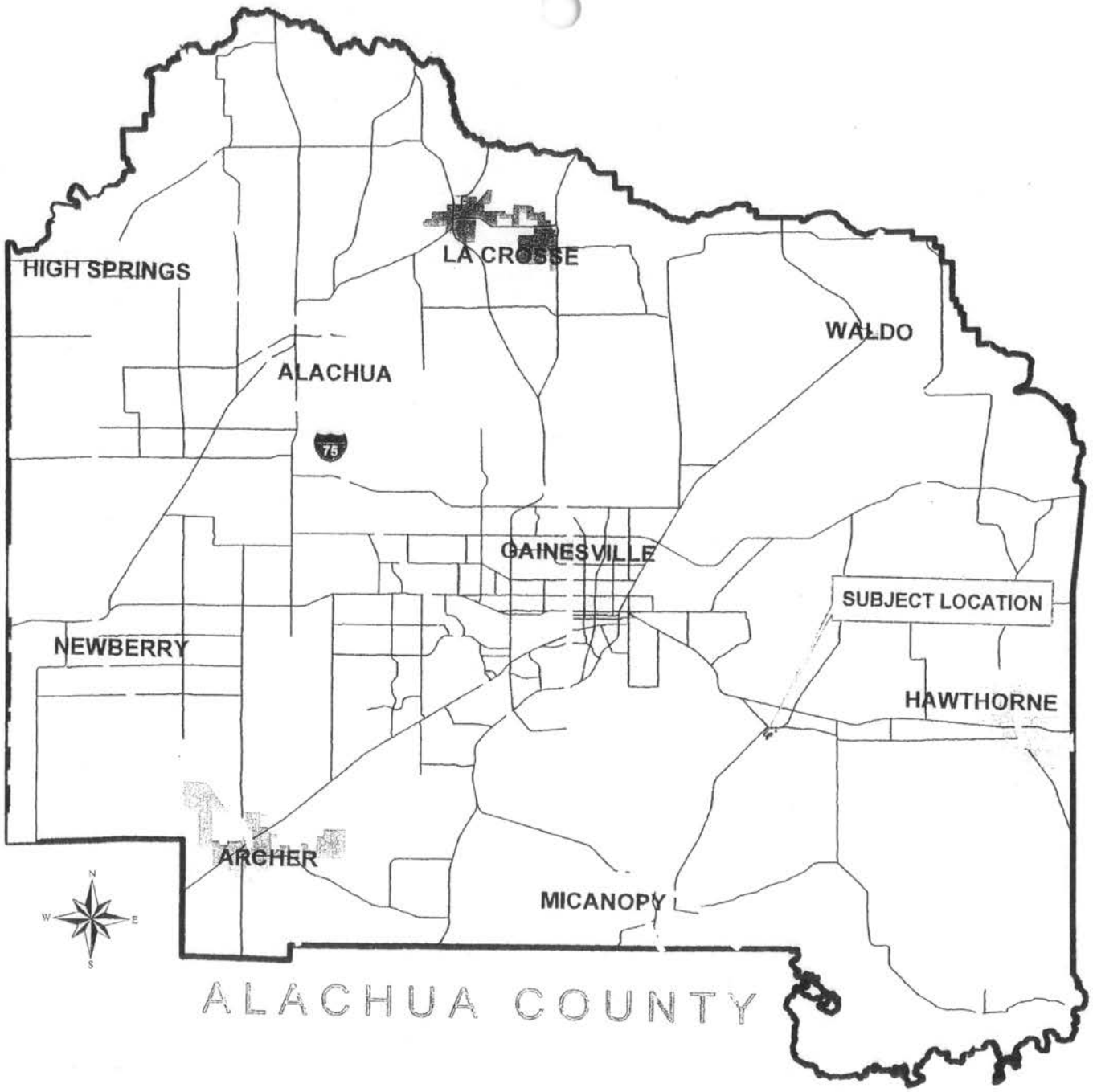
LOTS 8 & 9 HELD OVER FOR SALE.

FILED OCTOBER 11TH, 1892 TO CORRECT ERROR IN OLD MAP D.N. HULSEY, LAND COMMISSIONER THE FLORIDA SOUTHERN RAILROAD CO.

RECORDED DECEMBER 24, 1892.
J.R. CARLISLE, CLERK.


ROAD
COUNTY ROAD 2082
ATLANTIC COAST LINE RR
UNRECORED SUB
18211-PARCEL
18208
18207-300
18115-300
18207-1-1
18209-1
18209
18207-2
18209-3
18209-5
ROCHELLE
(PERRY JUNCTION)
18115-1-2
18115-1-8
18115-1-3
18207
COUNTY ROAD 234
ATLANTIC COAST LINE RR
18115-5
18115-3
18115-1
18149-1
18165
18192
18119
18191-1
18202
18201
18194-1
18194-2
18194-3
18194-4
18194-5
18194-7
18137
18182
18187
18184
COULTER TLE
N
270
Legend
PROPOSED STREET VACATIONS
OWNERS
BROWN
HOGAN
JENKINS
MORGAN


SE COUNTY RD 2082
SE 64 PL
SE COUNTY RD 234
SE 92 TER
N
1 inch = 500 feet
Legend
PROPOSED STREET VACATIONS
OWNERS
BROWN
HOGAN
JENKINS
MORGAN


HIGH SPRINGS
LA CROSSE
WALDO
ALACHUA
75
GAINESVILLE
SUBJECT LOCATION
NEWBERRY
HAWTHORNE
ARCHER
MICANOPY
N
W
E
S
ALACHUA COUNTY

This instrument prepared by:
Robert W. Wigglesworth
Public Works Department
P.O. Box 1188
Gainesville, FL 32602-1188

Part of Tax Parcel #18149-003-000
Plat of Rochelle
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this 28 day of June, A.D., 2011, by **ALACHUA COUNTY, FLORIDA**, a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, as party of the first part, and **FRANKLIN S. MORGAN and CYNTHIA J. MORGAN, husband and wife**, whose mailing address is 8721 SE 64 Place, Gainesville, FL, 32641-1642, as party of the second part;

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, does hereby convey and transfer unto the party of the second part, their successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

All that part of an un-named street that lies between Lots 1, 2 & 3 Block 12 and Lots 1, 2 & 3, Block 13, as per the plat of Rochelle, recorded in Plat Book "A", page 39 of the Public Records of Alachua County, Florida; and

The West 1/2 of an un-named Street that lies adjacent to the easterly boundary line of Lot 4 of Block 13, as per the plat of Rochelle, recorded in Plat Book "A", page 39 of the Public Records of Alachua County, Florida

All lying and being in Section 29, Township 10 South, Range 21 East, of Alachua County, Florida.

TO HAVE AND TO HOLD the premises, and all the estate, right, title, lien, interest and claim whatsoever of the party of the first part, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and

enjoyment of the party of the second part, their heirs and assigns or successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said Board, the day and year first above-written.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby,
Clerk of Circuit Court

APPROVED AS TO FORM

_____
County Attorney

This instrument prepared by:
Robert W. Wigglesworth
Public Works Department
P.O. Box 1188
Gainesville, FL 32602-1188

Part of Tax Parcel #18149-001-000
Plat of Rochelle
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this 28 day of June, A.D., 2011, by **ALACHUA COUNTY, FLORIDA,** a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, as party of the first part, and **ROLLIN J. HOGAN and JOAN M. HOGAN, husband and wife,** whose mailing address is 6410 SE 92 Terrace, Gainesville, FL, 32641-1645, as party of the second part;

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, does hereby convey and transfer unto the party of the second part, their successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

> Parcels of land being more particularly described in **Exhibit "A",** as attached hereto and by reference made a part herein.
>
> Lying and being in Section 29, Township 10 South, Range 21 East, of said Alachua County, Florida.

TO HAVE AND TO HOLD the premises, and all the estate, right, title, lien, interest and claim whatsoever of the party of the first part, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of the party of the second part, their heirs and assigns or successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said Board, the day and year first above-written.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby,
Clerk of Circuit Court

APPROVED AS TO FORM

_____
County Attorney

EXHIBIT "A"

That portion of a 30-foot street lying adjacent to and between Lots 5, 6, 7 & 8, Block 1 and Block 2, of Rochelle as per plat recorded in Plat Book "A", page 39 of the Public Records of Alachua County, Florida

Also

All of the portion of a 60-foot street lying between the southerly boundary line of Block 2 and the northerly boundary line of Lot 1,Block 4 and Lot 1, Block 5 of Rochelle as per plat recorded in Plat Book "A", page 39 of the Public Records of Alachua County, Florida

All lying and being in Section 29, Township 10 South, Range 21 East, of Alachua County, Florida.

This instrument prepared by:
Robert W. Wigglesworth
Public Works Department
P.O. Box 1188
Gainesville, FL 32602-1188

Part of Tax Parcel #18209-001-000
Plat of Rochelle
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this 28 day of June, A.D., 2011, by **ALACHUA COUNTY, FLORIDA**, a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, as party of the first part, and **THOMAS H. JENKINS and CLEO B. JENKINS, husband and wife,** whose mailing address is 6617 County Road 234, Gainesville, FL, 32641-1607, as party of the second part;

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, does hereby convey and transfer unto the party of the second part, their successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

> Parcels of land being more particularly described in **Exhibit "A",** as attached hereto and by reference made a part herein.
>
> Lying and being in Section 29, Township 10 South, Range 21 East, of said Alachua County, Florida.

TO HAVE AND TO HOLD the premises, and all the estate, right, title, lien, interest and claim whatsoever of the party of the first part, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of the party of the second part, their heirs and assigns or successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said Board, the day and year first above-written.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby,
Clerk of Circuit Court

APPROVED AS TO FORM

_____
County Attorney

EXHIBIT "A"

The west one-half of an un-named street that lies between Lots 5 & 6, Block 13 and Block 14, as per the plat of Rochelle as recorded in Plat Book "A", page 39 of the Public Records of Alachua County, Florida; and

The west one-half of an un-named street that lies between Block 16 and Block 17, as per the plat of Rochelle as recorded in Plat Book "A", page 39 of the Public Records of Alachua County, Florida; and

That part of an un-named street being more particularly described as follows:

Commence at the southwest corner of Block 14 for the **Point of Beginning**; thence southerly along the southerly prolongation of the westerly boundary line of said Block 14 to the northwest corner of Block 17; thence easterly along the north line of said Block 17 to the northeast corner of said Block 17; thence continue easterly along the easterly prolongation of said Block 17 to the centerline of an un-named street; thence northerly along the said centerline to an intersection with a line that lies between the southeast corner of Block 14 and the southwest corner of Block 13; thence westerly along the aforementioned line to the southeast corner of said Block 14; thence continue westerly along the south line of said Block 14 to the said southwest corner of Block 14 and the said **Point of Beginning**, as per the plat of Rochelle as recorded in Plat book "A" page 39 of the Public Records of Alachua County.

All lying and being in Section 29, Township 10 South, Range 21 East, of said Alachua County, Florida.

EXHIBIT "A"

All that part of an un-named street that lies between Block 15 and Block 16, as per the plat of Rochelle, recorded in Plat Book "A", page 39 of the Public Records of Alachua County, Florida; and

All that part of an un-named street that lies between Lots 5 & 6 of Block 12 and Lots 5 & 6, Block 13, as per the plat of Rochelle, recorded in Plat Book "A", page 39 the Public Records of Alachua County, Florida; and

The East one-half of an un-named street that lies adjacent to the westerly boundary line of Lot 4, Block 12, as per the plat of Rochelle, recorded in Plat Book "A", page 39 of the Public Records of Alachua County, Florida; and

The East one-half of an un-named street that lies adjacent to the westerly boundary line of Lot 5 & 6, Block 13, as per the plat of Rochelle, recorded in Plat Book "A", page 39 of the Public Records of Alachua County, Florida; and

The East one-half of an un-named street that lies adjacent to the westerly boundary line of Block 16, as per the plat of Rochelle, recorded in Plat Book "A", page 39 of the Public Records of Alachua County, Florida; and

That part of an un-named Street being more particularly described as follows:

Commence at the southeast corner of Block 12 for the **Point of Beginning**; thence southerly along the southerly prolongation of the easterly boundary line of said Block 12 to the northeast corner of Block 15; thence westerly along the northerly line of said Block 15 to the northwest corner of said Block 15; thence continue westerly across an un-named street to the northeast corner of Block 16; thence continue westerly along the northerly line of said Block 16 to the northwest corner of said Block 16; thence continue westerly to the centerline of an un-named street; thence northerly along the said centerline to an intersection with a line that lies between the southeast corner of Block 14 and the southwest corner of Block 13; thence easterly along the westerly prolongation of the southerly line of said Block 13 to the said southwest corner of said Block 13; thence continue easterly along the said southerly line of Block 13 to the southeast corner of said Block 13; thence continue easterly across an un-named street to the southwest corner of said Block 12; thence continue easterly along the southerly line of said Block 12 to the said southeast corner of said Block 12 and the said **Point of Beginning**, as per the plat of Rochelle, recorded in Plat Book "A", page 39 of the Public Records of Alachua County, Florida;.

All lying and being in Section 29, Township 10 South, Range 21 East, of Alachua County, Florida.

This instrument prepared by:
Robert W. Wigglesworth
Public Works Department
P.O. Box 1188
Gainesville, FL 32602-1188

Part of Tax Parcel #18177-000-000
Plat of Rochelle
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this 28 day of June, A.D., 2011, by **ALACHUA COUNTY, FLORIDA,** a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, as party of the first part, and **REGINALD L. BROWN and LANITA HOGAN BROWN, husband and wife,** whose mailing address is 2576 Westminster Terrace, Oviedo, FL 32765, as party of the second part;

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, does hereby convey and transfer unto the party of the second part, their successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

> Parcels of land being more particularly described in **Exhibit "A",** as attached hereto and by reference made a part herein.
>
> Lying and being in Section 29, Township 10 South, Range 21 East, of said Alachua County, Florida.

TO HAVE AND TO HOLD the premises, and all the estate, right, title, lien, interest and claim whatsoever of the party of the first part, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of the party of the second part, their heirs and assigns or successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said Board, the day and year first above-written.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby,
Clerk of Circuit Court

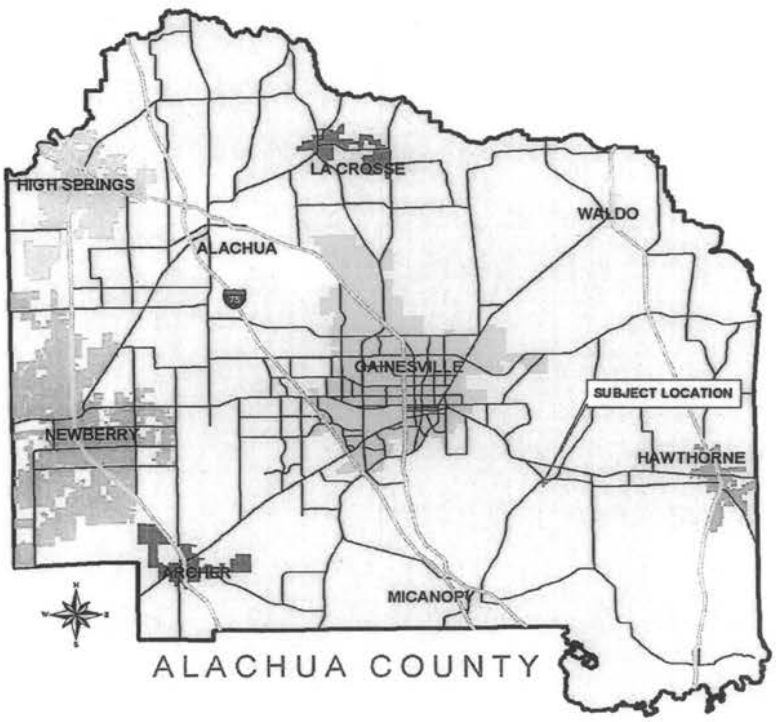
APPROVED AS TO FORM

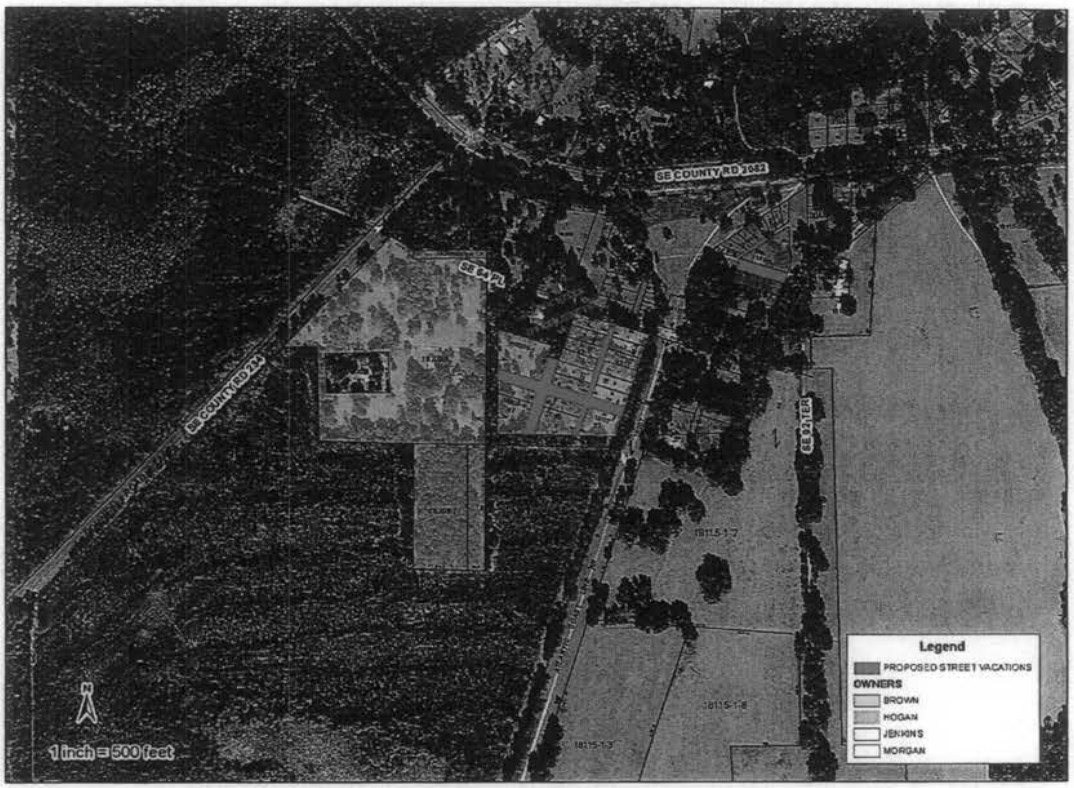
_____
County Attorney

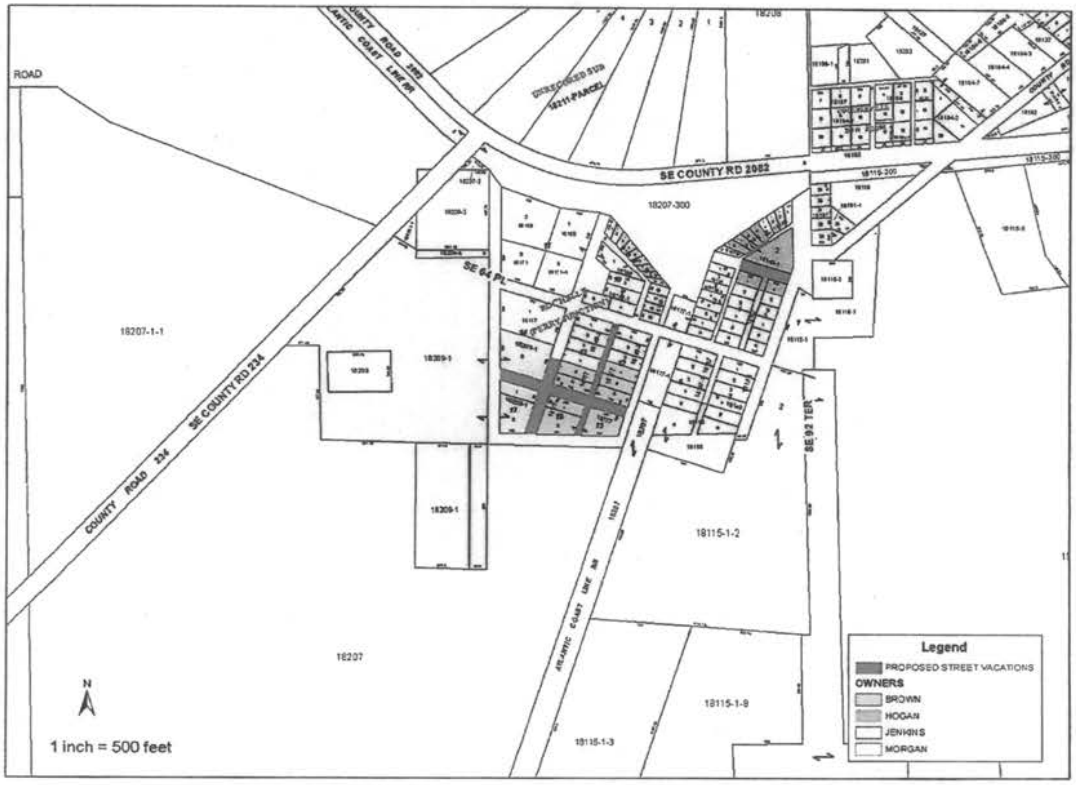
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING

- ROCHELLE
- STREET VACATION
- MAY 24, 2011
- 5:00 P.M.






SE COUNTY RD 2082
SE 64 PL
SE COUNTY RD 234
SE 63 TER
18115-1-2
18115-1-8
18115-1-3
Legend
PROPOSED STREET VACATIONS
OWNERS
BROWN
HOGAN
JENKINS
MORGAN
1 inch = 500 feet


ROAD
SE COUNTY RD 2082
18207-300
SE 64 PL
18207-1-1
SE COUNTY RD 234
COUNTY ROAD 234
18209-1
18115-1-2
18207
18115-1-8
18115-1-3
SE 63 TER
Legend
PROPOSED STREET VACATIONS
OWNERS
BROWN
HOGAN
JENKINS
MORGAN
1 inch = 500 feet

ROCHELLE.

ALACHUA COUNTY, FLORIDA.

A-39



LOTS 8-9 HELD OVER FOR SALE

FILED OCTOBER 11TH, 1882 TO CORRECT ERROR IN ORIG. PLAT D.W. SMITH, LAND COMMISSIONER THE FLORIDA SOUTHERN RAILROAD CO.

RECORDED DECEMBER 24, 1882.

J.R. CORLETTE, CLERK.

May 24, 2011 Regular BoCC Meeting
Agenda Item #29

Title
Regional Drug Enforcement Strike Force "Pill Mill" Grant (Amended)

Amount
$101,971.00

Description
Request Approval of the Grant to provide overtime funding to the Regional Drug Enforcement Strike Force to pursue doctors and other healthcare officials who engage in fraud against private insurance companies and federal/state public benefit programs.

Recommendation
Approve the Grant to provide overtime funding to the Regional Drug Enforcement Strike Force to pursue doctors and other healthcare officials who engage in fraud against private insurance companies and federal/state public benefit programs and accept the $101,971.

Alternative(s)
None

Requested By
Kelly Amerson

Originating Department
Alachua County Sheriff's Office

Attachment(s) Description
Debar/Lobbying, signature page, EEO compliance, Recovery Act Federal Revenuce Certification, budget amendment and Resolution.

Documents Requiring Action
Approve application for funding assistance and accept the award, adopt Resolution, approve/sign Budget Amendment. The Chair needs to sign two copies of each form below: 1. Debar/Lobbying2. Signature page3. EEO compliance form4. Recovery Act Federal Revenue Certification

Executive Summary
To assist local agencies in addressing the problem of illegal pill mill operations in this State, a multi-agency strike force will be established in each of FDLE's seven regions to identify, investigate, apprehend, and prosecute those within the medical and pharmaceutical profession who facilitate the abuse of prescription drugs. Each Strike force will be co-commanded by a Sheriff and Police Chief within the FDLE regional jurisdiction. Strike Forces will be supported by assets from multiple state law enforcement and regulatory agencies, federal and local law enforcement, regional fusion centers, and the FDLE Office of Statewide intelligence.

Background
The Alachua County Sheriff's Office has agreed to administer a Justice Assistance Grant (JAG) in the amount of $101,971 to support the Regional Drug Enforcement Strike Force being established in your region.

Issues
The grant ends September 30th therefore time is of the essence.

Fiscal Recommendation
Approve the application and accept funds.

Fiscal Alternative(s)
Do not approve the funds and return them to the State.

Funding Sources
JAG Recovery Funds

Account Code(s)
107-7190-331-20-00, 107-7190-581-9191 and 107-7190-581-91-92

Attachment: FDLE Pill Mill Grant App Final.pdf
Attachment: countybudgetamendment.pdf
Attachment: POPResolution1011.pdf

Section 4: Financial (cont.)

Budget Narrative:

SALARY AND BENEFITS

Funds for sworn law enforcement RDESF members will be needed to support investigative overtime. Non-sworn members may also be required to work overtime in support of the targeting, intelligence and data analysis and information-sharing efforts.

Sworn Member Salary: Approximately 236.25 hours of average overtime at approximately $40 per hour = $9,450
Sworn Member Benefits: FICA, Retirement and Workers? Comp @ 37% = $5,550

Non-sworn Member Salary: Approximately 128.57 hours of average overtime at approximately $28 per hour = $3,600

Non-sworn Member Benefits: FICA, Retirement, and Workers? Comp @28% = $1,400

total Salary and Benefits $20,000

Contractual Salary and Benefits

Funds for sworn law enforcement RDESF members will be needed to support investigative overtime. Non-sworn members including OPS may also be required to work overtime in support of the targeting, intelligence and data analysis and information-sharing efforts.

Sworn Member Salary: Approximately 1,133.55 hours of average overtime at approximately $40 per hour = $45,342
Benefits: FICA, Retirement, and Workers? Comp 37%. = $26,629

Non-sworn Member Salary: Approximately 257.14 hours of average overtime at approximately $28 per hour = $7,200
Benefits: FICA, Retirement, and Workers? Comp @28% = $2,800

Total Contractual Services $81,971

Total Grant funda $101,971

Application for Funding Assistance

Florida Department of Law Enforcement

American Recovery Act - JAG Countywide

Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: no

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: yes

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: 1,000

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Section 5: Standard Conditions

Insert Standard Conditions Page here.

Application for Funding Assistance

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Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: _____

Date: _____

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Alachua County Board of County Commissioners

Signature: _____

APPROVED AS TO FORM

Typed Name and Title: Lee Pinkoson, Chair

ALACHUA COUNTY ATTORNEY

Date: _____

ATTEST:

J. K. IRBY, CLERK

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Alachua County Sheriff's Office

Signature: _____

Typed Name and Title: Sadie Darnell, Sheriff

Date: _____

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Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**

   - **Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program"**
   - **Office of Management and Budget (OMB) Circular A-21 (2 CFR 220), "Cost Principles for Educational Institutions"**
   - **OMB Circular A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"**
   - **OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"**
   - **OMB Circular A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"**
   - **OMB Circular A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"**
   - **OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"**
   - **28 CFR 38, "Equal Treatment for Faith-Based Organizations"**
   - **28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)**
   - **28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"**
   - **28 CFR 18, 22, 23, 30, 35, 42, 61, and 63**
   - **Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program**
   - **42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"**

2. **Allowable Costs**

   a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."

   b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

a. Project Performance Reports

(1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within 15 days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

(2) Report Contents: Performance reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems.

b. Financial Reports

(1) Project Expenditure Reports

(a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.

(b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.

(c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

(d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

(e) Reports are to be submitted even when no reimbursement is being requested.

(2) The Financial Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination date.

(3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department within 31 days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue

submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. Other Reports

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.

b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.

c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.

b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

10. Program Income (also known as Project Generated Income)

a. All income generated as a direct result of a subgrant project shall be deemed program income.

b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.

c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.

d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds $450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the $450 threshold does not apply.

12. Property Accountability

a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.

b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

a. The copyright in any work developed under an award or subaward, and

b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [*contact the Office of Criminal Justice Grants for award number*] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

a. Subgrant recipients that expend $500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat. , "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.

c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.

d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

f. Subgrant recipients that expend less than $500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.

b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:

(1) Supplies or services to be furnished by the consultant were obtainable from other sources,

(2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and

(3) The subgrant recipient failed to reasonably comply with such order.

c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.

b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item

c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.

b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.

b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat. , and

made or received by the subgrant recipient or its contractor in conjunction with this agreement.

c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

25. Signature Authority

The Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative, who sign the Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the Department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrant recipient or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.

b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting

for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

(1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.

(2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of $25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.

c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of $500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of $25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.

e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses

requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,

(1) New construction;

(2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;

(3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and

(4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

(5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.

c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is $100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of $100,000 or more.

b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure to file.

c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR 69, the applicant certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon as offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.

b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

(1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure if of clandestine methamphetamine laboratories;

(2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;

(3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;

(4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;

(5) Employ qualified disposal contractors to remove all chemicals and associated

glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

(6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;

(7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;

(8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and

(9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

44. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of

Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit http://www.niem.gov/implementationguide.php.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the

"Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009

Special Recovery Act Conditions

1. **Recovery Act**

   a. All subgrant recipients must comply with Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (This law is a federal public law).

   b. The subgrant recipient understands and agrees that all other terms and conditions contained in this award, or in applicable FDLE or Office of Justice Programs grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Subgrant recipients are responsible for contacting their grant managers for any needed clarifications.

   c. The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future FDLE or Office of Justice Programs (including government-wide) guidance and clarifications of Recovery Act requirements.

2. **Access to Records; Interviews**

   The subgrant recipient understands and agrees that FDLE, the Department of Justice (including the Office of Justice Programs and the Office of the Inspector General)), and its representatives, and the Government Accountability Office, shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subgrant recipient, contractor, or subcontractor. See items 23 and 24 of the Standard Conditions.

   The recipient also understands and agrees that FDLE, the Department of Justice, and the Government Accountability Office are authorized to interview any officer or employee of the subgrant recipient, contractor, or subcontractor regarding transactions related to this Recovery Act award.

3. **One-time funding**

   The subgrant recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional Department of Justice funding.

4. **Separate Tracking and Reporting of Recovery Act Funds and Outcomes**

   The subgrant recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Department of Justice award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

   Accordingly, the accounting systems of the subgrant recipient must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

   The subgrant recipient further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

5. Central Contractor Registration and DUNS Number

The subgrant recipient must maintain a current registration in the Central Contractor Registration (www.ccr.gov) at all times during which it has any active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

6. Additional Audit Requirements - Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards

a. The subgrant recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).

b. The subgrant recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" cover the subgrant recipient. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SFSAC.

7. Reporting (Section 1512)

a. In addition to the reporting requirements in item 3 of the Standard Conditions, subgrant recipients must provide any information necessary to comply with section 1512 of the Recovery Act, which requires detailed reporting by FDLE not later than ten calendar days after the end of each calendar quarter. **Receipt of funds will be contingent upon timely reporting.**

b. The subgrant recipient must complete projects or activities which are funded under the Recovery Act and report on use of Recovery Act funds provided through this subgrant. Information from these reports will be made available to the public.

8. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Department of Justice, Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. Potential fraud, waste, abuse, or misconduct should be reported to the Office of the Inspector General by –

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the Department of Justice Office of the Inspector General website at www.usdoj.gov/oig.

9. Protecting State and Local Government and Contractor Whistleblowers (Section 1553)

The subgrant recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

10. Limit on Funds (Section 1604)

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

11. Infrastructure Investment (Sections 1511 and 1602)

The subgrant recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the subgrant recipient decide to use funds for infrastructure investment subsequent to award, the subgrant recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from the Office of Justice Programs. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

12. Buy American (Section 1605)

a. The subgrant recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the Office of Justice Programs program office for approval. All projects must comply with government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.

b. Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

13. Wage Rate Requirements (Section 1606)

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

14. NEPA and Related Laws

The subgrant recipient understands that all Office of Justice Programs awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrant recipient agrees to assist the Office of Justice Programs in carrying out its responsibilities under NEPA and related laws, if the subgrant recipient plans to use Recovery Act funds to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The subgrant recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. See item 36 of the Standard Conditions.

15. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Application for Funding Assistance

Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Section 1: Administration

Subgrant Recipient

Organization Name: Alachua County Board of Commissioners
County: Alachua

Chief Official

Name: Lee Pinkoson
Title: Chairman
Address: Post Office Box 2877
City: Gainesville
State: FL **Zip:** 32602-2877
Phone: 352-264-6900 **Ext:**
Fax:
Email: lpinkoson@alachuacounty.us

Chief Financial Officer

Name: Todd Hutchison
Title: Finance Director
Address: Post Office Box 939
City: Gainesville
State: FL **Zip:** 32602
Phone: 352-374-3605 **Ext:**
Fax: 352-374-5265
Email: nth@alachuaclerk.org

Application for Funding Assistance

Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Section 1: Administration

Implementing Agency

Organization Name: Alachua County Sheriff's Office
County: Alachua

Chief Official

Name: Sadie Darnell
Title: Sheriff
Address: Post Office Box 1210
City: Gainesville
State: FL **Zip:** 32602-1210
Phone: 352-367-4055 **Ext:**
Fax: 352-374-1870
Email: sdarnell@alachuasheriff.org

Project Director

Name: Whitney Burnett
Title: Drug Task Force Commander
Address: 2621 SE Hawthorne Rd
City: Gainesville
State: FL **Zip:** 32641
Phone: 352-367-4000 **Ext:**
Fax:
Email: wburnett@alachuasheriff.org

Application for Funding Assistance

Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Section 2: Project Overview

General Project Information

Project Title: REGIONAL DRUG ENFORCEMENT STRIKE FORCE "PILL MILL" GRANT

Subgrant Recipient: Alachua County Board of Commissioners

Implementing Agency: Alachua County Sheriff's Office

Project Start Date: 4/1/2011 **End Date:** 9/30/2011

Problem Identification

Abuse of prescription drugs presents a clear and immediate threat to Florida?s citizens, as well as those throughout the United States; and demands immediate action to protect the public. Prescription drug overdose has been declared a public health epidemic by the United States Centers for Disease Control and Prevention.

* Between January 2010 and July 2010, 98 of the nation?s top 100 Oxycodone purchasing physicians were in the State of Florida. (Source: Drug Enforcement Administration, ARCOS)

* In 2010, 45 of the top 100 Oxycodone pharmacy purchasers in Florida are from Broward and Hillsborough Counties - 24%/Hillsborough; 21% Broward (Source: Drug Enforcement Administration, ARCOS)

* units (Source: Drug Enforcement Administration, ARCOS)
Hillsborough County: 29,905,340 (population: 1,229,226 / 6.5% of total Florida population)
Broward County: 30,280,340 (population:1,748,066 /9.3% of total Florida population)

* Prescription drug abuse results in an average of 7 deaths in the State of Florida each day. (Source: Drug Enforcement Administration, ARCOS)

* During the first six months of 2010, 1,268 people died as a result of prescription drug overdose. Total deaths with Oxycodone present and/or with other drugs 1,117 (Source: 2010 Interim Medical Examiner Report)

* Investigations across the state have shown that some physicians dispense medically unjustifiable amounts of controlled substances, many of which are re-sold illegally to drug abusers.

Project Summary (Scope of Work)

To assist local agencies in addressing the problem of illegal pill mill operations in this State, a multi-agency strike force will be established in each of FDLE?s seven regions to identify, investigate, apprehend, and prosecute those within the medical and pharmaceutical profession who facilitate the abuse of prescription drugs. Each Strike force will be co-commanded by a Sheriff and Police Chief within the FDLE regional jurisdiction. Strike Forces will be supported by assets from multiple state law enforcement and regulatory agencies, federal and local law enforcement, regional fusion centers, and the FDLE Office of Statewide intelligence.

Operational Objectives of the RDESFs include:

1. Target doctors, clinics, or other healthcare facilities that prescribe or dispense federal and/or state regulated controlled substances II-V, without a medical necessity and outside the scope of a legitimate medical practice in violation of federal and/or state laws.

2. Pursue doctors and other healthcare officials who engage in fraud against private insurance companies and federal/state public benefit programs.

3. Seize and forfeit assets of those who benefit from involvement in illegal enterprises (pill mills).

4. Seek restitution of investigative expenses.

Using statistical data and intelligence each RDESF will develop a multi-agency operational plan and identify a list of doctor and facilities operating as pain management clinics that are operating in violation of federal and/or state law, or who are in violation of regulatory licensing, zoning, or other state or local ordinances. . Strike force participants will evaluate and triage targets, identifying those for which regulatory and/or administrative sanctions will result in shutting down the illegal operation faster and/or more permanently than law enforcement action. Those targeted for criminal investigation and law enforcement action will be appropriately assigned among strike force members.

Investigative targets will be pursued using intelligence, surveillance, undercover agents, informants, arrest of drug abusers at target sites, and other investigative techniques to identify and apprehend doctors and other healthcare officials who engage in illegal prescription or dispensing of pharmaceutical drugs. Strike force members will also pursue administrative and regulatory sanctions against healthcare professionals and facilities to put illegal operations out of business in Florida and seek restitution for insurance fraud and fraud against the Medicaid system.

Application for Funding Assistance

Florida Department of Law Enforcement

American Recovery Act - JAG Countywide

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of $500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of $500,000 or more from the U.S. Department of Justice?

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 005 - Drug Treatment Programs

State Purpose Area: A - State/Local Initiatives - Coordinate/Organize Local Initiatives/State Initiatives

Activity Description

Activity: Law Enforcement
Target Group: Adults
Geographic Area: Statewide
Location Type: Statewide

Address(es) :

Alachua County Sheriffs Office
2621 SE Hawthorne
Gainesville , FL 32641

Objectives and Measures

Objective: 01.A.SI - Number of new state initiatives planned

Measure: Part 1
Number of new state initiatives planned
Goal: 1

Measure: Part 2
Number of new state initiatives to be implemented
Goal: 1

State Purpose Area: D - Personnel - Employ Personnel

Activity Description

Activity: Personnel
Target Group: Personnel
Geographic Area: Countywide
Location Type: Countywide

Application for Funding Assistance

Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Section 3: Performance

Objectives and Measures

Objective: 23.D.SI - Number of overtime hours paid with JAG funds

Measure: Part 1
Number of overtime hours to be paid with JAG funds
Goal: 363

Measure: Part 3
Total number of hours of overtime to be paid by all other, non-JAG sources
Goal: 1753

State Purpose Area: F - Contractual Support - Purchase Contractual Support

Activity Description

Activity: Contractual Support
Target Group: Contractual Support
Geographic Area: Statewide
Location Type: Statewide

Objectives and Measures

Objective: 29.F.SI - Number of contractual support hours paid with JAG funds

Measure: Part 1
Number of hours to be paid with JAG funds for contractual support
Goal: 1390

Objective: 54.F.SI - Types of contractual support paid with JAG funds

Measure: Part 1
Indicate the types of contractual support to be paid with JAG funds during the reporting period
Goal: sworn and non sworn overtime

Application for Funding Assistance

Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Question: What is the physical address of your primary performance location? This is a physical location, not a mailing address. If your physical location is confidential, enter the address of the next highest level of your organization. Enter only one address.

Answer: 2621 SE Hawthorne Rd
Gainesville, FL 32641

Application for Funding Assistance

Florida Department of Law Enforcement

American Recovery Act - JAG Countywide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Monthly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000501

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$20,000.00	$0.00	$20,000.00
Contractual Services	$81,971.00	$0.00	$81,971.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$101,971.00**	**$0.00**	**$101,971.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI) ? Yes

PGI Reporting Frequency : Quarterly

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Florida Department of Law Enforcement
Recovery Act Edward Byrne Memorial Justice Assistance Grant Program

Form Provided by the U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Florida Department of Law Enforcement
Recovery Act Edward Byrne Memorial Justice Assistance Grant Program

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after the conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, zip code)

Check here ___ If there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here ___ If the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: Alachua County Board of County Commissioners

2. Project Name: Regional Drug Enforcement Strike Force "Pill Mill" Grant

3. Typed Name and Title of Authorized Representative: Lee Pinkoson, Chair

4. Signature: _____ 5. Date: _____

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

CERTIFICATION FORM

Recipient Name and Address: Alachua County Board of County Commissioners 12 SE 1st Street Gainesville, FL

Grant Title: Regional Drug Enforcement Strike Force Grant Number: _____ Award Amount: 101,791

Contact Person Name and Title: Jackie Chung, EO Manager Phone Number: (352) 374-5275

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete *either* Section A or Section B, not both**. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- ☐ Recipient has less than 50 employees,
- ☐ Recipient is a non-profit organization,
- ☐ Recipient is a medical institution,
- ☐ Recipient is an Indian tribe,
- ☐ Recipient is an educational institution, or
- ☐ Recipient is receiving an award less than $25,000

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title	**Signature**	**Date**

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Lee Pinkoson **[responsible official]**, certify that the Alachua County Board of County Commissioners **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Alachua County Office of Equal Opportunity **[organization]**, at 105 SE 1st Avenue, Suite 1, Gainesville, FL 32601 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Lee Pinkoson, Chair		5/24/11
Print or type Name and Title	**Signature**	**Date**

ATTEST:
J. K. IRBY, CLERK

OMB Approval No. 1121-0140 Expiration Date: 12/31/12

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

CERTIFICATION AS TO FEDERAL GROSS REVENUES RECEIVED

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009

Certification as to Federal Gross Revenues Received

The chief financial officer for the subgrantee makes the following certifications:

- The subgrantee in its preceding fiscal year did NOT receive 80 percent or more of its annual gross revenues in Federal awards.

AND/OR

- The subgrantee in its preceding fiscal year did NOT receive $25,000,000 or more in annual gross revenues from Federal awards.

Signature of Subgrantee Chief Financial Officer _____ Date _____

J. K. Irby
Typed Name of Subgrantee Chief Financial Officer

Clerk of the Court
Title of Subgrantee Chief Financial Officer

Alachua County, Fl
Name of Subgrantee

Note: If the subgrantee in its preceding fiscal year BOTH received 80 percent or more of its annual gross revenues in Federal awards AND received $25,000,000 or more in annual gross revenues from Federal awards, then it must provide FDLE with the names and total compensation of the five most highly compensated officers of the subgrantee.

CERTIFICATION AS TO FEDERAL GROSS REVENUES RECEIVED

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009

Certification as to Federal Gross Revenues Received

The chief financial officer for the subgrantee makes the following certifications:

- The subgrantee in its preceding fiscal year did NOT receive 80 percent or more of its annual gross revenues in Federal awards.

AND/OR

- The subgrantee in its preceding fiscal year did NOT receive $25,000,000 or more in annual gross revenues from Federal awards.

_____ _____

Signature of Subgrantee Chief Financial Officer Date

J. K. Irby

Typed Name of Subgrantee Chief Financial Officer

Clerk of the Court

Title of Subgrantee Chief Financial Officer

Alachua County, Fl

Name of Subgrantee

Note: If the subgrantee in its preceding fiscal year BOTH received 80 percent or more of its annual gross revenues in Federal awards AND received $25,000,000 or more in annual gross revenues from Federal awards, then it must provide FDLE with the names and total compensation of the five most highly compensated officers of the subgrantee.

Resolution 10-50

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING A GRANT FUND TO BE ENTITLED FY 2010 & 2011 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM Regional Drug Enforcement Strike Force TO ADMINISTER REVENUES RECEIVED FROM FEDERAL GRANTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to establish a new fund entitled FY 2010 & 2011 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM Regional Drug Enforcement Strike Force to account for and administer Federal grant revenues;

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

1. That establishment of the FY 2010 & 2011 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM Regional Drug Enforcement Strike Force fund be, and the same is hereby, approved.

2. That the fiscal year 2010-11 budget for the FY 2010 & 2011 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM Regional Drug Enforcement Strike Force fund is hereby established 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 24th day of May, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

BY: _____

Lee Pinkoson, Chairman

ATTEST:

_____

J.K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____

Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	B11-158
GROUP NUMBER	4550
PERIOD/DATE	08/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Regional Drug Enforcement Strike Force	Sheriff	Intergovernmental Revenue	107-7190-331.20-00	101,971	
2	Regional Drug Enforcement Strike Force	Sheriff	Operating Transfer Out-Personal Svc	107-7190-581.91-91		20,000
3	Regional Drug Enforcement Strike Force	Sheriff	Operating Transfer Out-Operating	107-7190-581.91-92		81,971
4						
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18						
19						
20						
21						
22						

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 101,971 | 101,971

COMBINED TOTAL: 203,942

PERFORMANCE RESULTS: Unanticipated Revenue (Federal Grant) from the Regional Drug Enforcement Strike Force "Pill Mill" Grant # 2010-AARC-387

Patty Justice
PREPARED BY:

ANALYST

Sadie Darnell
ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

Updated by OMB November 2006

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2011-ARRC-ALAC-1-W7-354, in the amount of $ 101,971.00, for a project entitled, REGIONAL DRUG ENFORCEMENT STRIKE FORCE "PILL MILL" GRANT , for the period of 04/01/2011 through 09/30/2011, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

(Signature of Subgrantee's Authorized Official)

Lee Pinkoson, Chair
(Typed Name and Title of Official)

Alachua County Board of County Commissioners
(Name of Subgrantee)

7-18-2011
(Date of Acceptance)

ATTEST:
J. K. IRBY, CLERK

Rule Reference 11D-9.006 OCJG-1-012 (Rev. October 2005)

[redacted]

May 24, 2011 Regular BoCC Meeting
Agenda Item #30

Title
Constitutional Officers' Quarterly Report for FY2011 Quarter 2 (Amended)

Amount
N/A

Description
Request Acceptance of the Constitutional Officers' Quarterly Reports of Budget and Actual Expenditures for FY 2011 Quarter 2, ending March 31, 2011

Recommendation
Accept the Constitutional Officers' Quarterly Reports of Budget and Actual Expenditures for FY 2011 Quarter 2

Alternative(s)
NA

Requested By
Linda Schoellhorn ext 2521

Originating Department
Finance & Accounting

Attachment(s) Description
Quarterly Budget and Actual Expenditure report for each Constitutional Officer and summary of all

Documents Requiring Action
None

Executive Summary
Each quarter the Constitutional Officers prepare a report of expenditures for the fiscal year to date.

Background
NA

Issues
NA

Fiscal Recommendation
NA

Fiscal Alternative(s)
NA

Funding Sources
NA

Account Code(s)
NA

Attachment: FY11_Qtr_2_Summary.pdf
Attachment: Supv_of_Elec_FY11_Qtr_2.pdf
Attachment: Prop_Appr_FY11_Qtr_2.pdf
Attachment: Tax_Coll_FY11_Qtr_2.pdf
Attachment: Clerk_FY11_Qtr_2.pdf
Attachment: Sheriff_FY11_Qtr_2.pdf

Alachua County
Constitutional Officers Budget to Actual Expenditures
FY 2011 Summary
October 1, 2010 - March 31, 2011

		Budget	Actual to Date	% Expended to Date
Sheriff				
Personal Services		$ 53,413,374	$ 25,539,622	47.82%
Operating		10,392,816	4,649,506	44.74%
Capital Outlay		1,228,496	501,662	40.84%
	Total	$ 65,034,686	$ 30,690,790	47.19%
Clerk				
Personal Services		$ 1,838,597	$ 855,121	46.51%
Operating		296,502	134,750	45.45%
Capital Outlay		11,700	-	0.00%
	Total	$ 2,146,799	$ 989,871	46.11%
Property Appraiser				
Personal Services		$ 3,517,246	$ 1,723,146	48.99%
Operating		731,484	342,407	46.81%
Capital Outlay		9,600	5,896	61.42%
	Total	$ 4,258,330	$ 2,071,449	48.64%
Tax Collector				
Personal Services		$ 4,019,614	$ 1,816,162	45.18%
Operating		1,002,213	454,870	45.39%
Capital Outlay		60,000	16,580	27.63%
	Total	$ 5,081,827	$ 2,287,612	45.02%
Supervisor of Elections				
Personal Services		$ 1,180,341	$ 474,189	40.17%
Operating		555,976	120,478	21.67%
Non-operating		5,000	5,000	100.00%
	Total	$ 1,741,317	$ 599,667	34.44%
Total all Officers				
Personal Services		$ 63,969,172	$ 30,408,240	47.54%
Operating		12,978,991	5,702,011	43.93%
Capital Outlay		1,309,796	524,138	40.02%
Non-Operating		5,000	5,000	100.00%
	Total	$ 78,262,959	$ 36,639,389	46.82%

ALACHUA COUNTY SHERIFF'S OFFICE

Sheriff Sadie Darnell
Post Office Box 1210 • Gainesville, FL 32602-1210

QUARTERLY REPORT TO THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE QUARTER ENDING 03-31-11

	Total Budget	Actual To Date*	Unexpended Budget
521 **LAW ENFORCEMENT**			
Personal Services	24,454,294	11,860,234	12,594,060
Operating Expenditures	3,289,240	1,546,341	1,742,899
Capital Outlay	1,206,186	491,627	714,559
	28,949,720	**13,898,202**	**15,051,518**
523 **JAIL**			
Personal Services	20,077,931	9,615,155	10,462,776
Operating Expenditures	6,349,488	2,900,734	3,448,754
Capital Outlay	3,705	3,705	-
	26,431,124	**12,519,594**	**13,911,530**
525 **CCC**			
Personal Services	6,254,876	2,850,386	3,404,490
Operating Expenditures	629,775	130,564	499,211
Capital Outlay	18,605	6,330	12,275
	6,903,256	**2,987,280**	**3,915,976**
711 **BAILIFF**			
Personal Services	2,626,273	1,213,847	1,412,426
Operating Expenditures	124,313	71,867	52,446
Capital Outlay	-	-	-
	2,750,586	**1,285,714**	**1,464,872**
TOTAL			
Personal Services	53,413,374	25,539,622	27,873,752
Operating Expenditures	10,392,816	4,649,506	5,743,310
Capital Outlay	1,228,496	501,662	726,834
TOTAL BOARD APPROVED BUDGET	**65,034,686**	**30,690,790**	**34,343,896**

*Does not include encumbered amounts

CLERK OF THE CIRCUIT COURT

Finance and Accounting
Post Office Box 939
Gainesville, Florida 32602

J. K. IRBY
CLERK

TELEPHONE
(352)374-3605

May 5, 2011

To: Alachua County Board of County Commissioners
c/o Linda Schoellhorn, Financial Reporting Manager

From: Heather Price, Clerk's Accounting Supervisor
Subject: Quarterly Report for 2nd Quarter of fiscal year 2011

Below is a summary of the Alachua County Clerk of Court's Quarterly Budget Report for the first quarter of fiscal year 2011, detailing year-to-date expenditures compared to the annual budget.

CLERK'S OFFICE
BUDGETED TO ACTUAL EXPENDITURES
FOR THE PERIOD ENDING March 31, 2011

	Total Budget	Actual to Date Expenditures	% Expended to Date
Personal Services	$1,838,597	$855,121	46.51%
Operating	$296,502	$134,750	45.45%
Capital Outlay	$11,700	$0	0.00%
Total	$2,146,799	$989,871	46.11%

If you have any questions, please contact me at Ext. 2588.

ALACHUA COUNTY PROPERTY APPRAISER STATEMENT OF REVENUES AND EXPENDITURES

For 10/1/2010 To 3/31/2011

	ACCOUNT	CURRENT ACTUAL	CURRENT BUDGET	YTD ACTUAL	CURRENT YTD BUDGET	YTD VARIANCE	LAST YTD ACTUAL	ANNUAL BUDGET	BUDGET BALANCE
07-000	General Fund Revenue Personal Services	0.00	271,401.83	1,628,412.00	1,628,410.98	-1.02	1,714,048.00	3,256,822.00	1,628,410.00
08-000	General Fund Revenue Operating	0.00	53,943.58	323,662.00	323,661.48	-0.52	308,204.00	647,323.00	323,661.00
09-000	General Fund Revenue Capital Outlay	0.00	740.75	8,889.00	4,444.50	-4,444.50	11,976.00	8,889.00	0.00
27-000	Library Revenue Personal Services	0.00	16,607.00	99,642.00	99,642.00	0.00	111,412.00	199,284.00	99,642.00
28-000	Library Revenue Operating	0.00	3,453.75	20,722.00	20,722.50	0.50	21,008.00	41,445.00	20,723.00
29-000	Library Revenue Capital outlay	0.00	45.33	544.00	271.98	-272.02	778.00	544.00	0.00
41-000	Sales of Maps	28.95	0.00	608.20	0.00	-608.20	432.75	0.00	-608.20
42-000	Digital Ortho Intergovernmental	0.00	0.00	20.00	0.00	-20.00	121.00	0.00	-20.00
43-000	Solid Waste Revenue Interlocal	0.00	2,500.00	15,000.00	15,000.00	0.00	15,000.00	30,000.00	15,000.00
44-000	Intergovernmental	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45-000	Collectors RP Revenue	0.00	0.00	3.75	0.00	-3.75	0.00	0.00	-3.75
46-000	Replacement Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-000	Replacement Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
47-000	St. Johns River WMD Revenue Personal	0.00	3,622.67	10,868.00	21,736.02	10,868.02	25,080.00	43,472.00	32,604.00
48-000	St. Johns River WMD Revenue Operating	0.00	753.42	2,260.00	4,520.52	2,260.52	4,730.00	9,041.00	6,781.00
49-000	St. Johns River WMD Revenue Capital Outlay	0.00	9.92	0.00	59.52	59.52	175.00	119.00	119.00
57-000	Suwannee River WMD Personal Services	0.00	1,472.33	19,702.00	8,833.98	-10,868.02	10,025.00	17,668.00	-2,034.00
58-000	Suwannee River WMD Operating	0.00	306.17	4,098.00	1,837.02	-2,260.98	1,890.00	3,674.00	-424.00
59-000	Suwannee River WMD Capital Outlay	0.00	4.00	167.00	24.00	-143.00	71.00	48.00	-119.00
61-000	Interest Earnings	-209.96	0.00	-835.64	0.00	835.64	-732.42	0.00	835.64
62-000	Web Advertising Revenue	149.11	0.00	1,202.22	0.00	-1,202.22	0.00	0.00	-1,202.22
63-000	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL REVENUES	-$31.90	$354,860.75	$2,134,964.53	$2,129,164.50	-$5,800.03	$2,224,218.33	$4,258,329.00	$2,123,364.47

	ACCOUNT	CURRENT ACTUAL	CURRENT BUDGET	YTD ACTUAL	CURR YTD BUDGET	YTD VARIANCE	LAST YTD ACTUAL	ANNUAL BUDGET	BUDGET BALANCE
	PERSONAL SERVICES								
00-000	Property Appraiser	10,774.24	10,761.42	65,726.52	64,568.52	-1,158.00	64,288.56	129,137.00	63,410.48
00-000	Employees (Reg)	205,178.80	207,443.58	1,230,552.17	1,244,661.48	14,109.31	1,274,219.37	2,489,323.00	1,258,770.83
00-000	Employees Temporary	910.00	1,250.00	5,378.00	7,500.00	2,122.00	4,862.00	15,000.00	9,622.00
00-000	Overtime	0.00	0.00	0.00	0.00	0.00	1,919.01	0.00	0.00
00-000	Special Pay	27,824.22	2,250.00	40,193.29	13,500.00	-26,693.29	28,343.40	27,000.00	-13,193.29
52-000	FICA Regular	14,276.97	13,746.00	76,360.38	82,476.00	6,115.62	78,049.57	164,952.00	88,591.62
53-000	FICA Medicare	3,338.98	3,058.67	18,532.23	18,352.02	-180.21	19,081.55	36,704.00	18,171.77
54-000	FUTA Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
55-000	SUTA Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
51-000	Retirement Official	2,008.32	2,005.92	12,251.45	12,035.52	-215.93	10,626.84	24,071.00	11,819.55
52-000	Retirement Employee	16,131.75	15,923.58	89,341.33	95,541.48	6,200.15	92,720.52	191,083.00	101,741.67
53-000	Senior Mgt Service	3,996.92	6,956.83	23,981.52	41,740.98	17,759.46	21,594.96	83,482.00	59,500.48
54-000	DROP	3,263.12	1,726.58	19,825.91	10,359.48	-9,466.43	20,551.26	20,719.00	893.09
55-100	Retirement - Renewed	0.00	0.00	0.00	0.00	0.00	2,398.82	0.00	0.00
00-000	Life and Health Insurance	27,312.22	27,981.25	141,003.41	167,887.50	26,884.09	163,489.08	335,775.00	194,771.59
00-000	Unemployment Comp	0.00	0.00	0.00	0.00	0.00	3,727.00	0.00	0.00
	TOTAL PERSONAL SVCS	$315,015.54	$293,103.83	$1,723,146.21	$1,758,622.98	$35,476.77	$1,785,871.94	$3,517,246.00	$1,794,099.79
	OPERATING EXPENSES								
51-000	EDP Services	750.00	10,000.00	45,859.77	60,000.00	14,140.23	33,472.23	120,000.00	74,140.23
52-000	Appraisal Services	0.00	2,916.67	12,589.00	17,500.02	4,911.02	0.00	35,000.00	22,411.00
53-000	Mapping Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
54-000	Legal Services	13,104.35	16,416.67	66,421.12	98,500.02	32,078.90	77,732.57	197,000.00	130,578.88
59-000	Other Professional Services	708.85	3,666.67	15,469.08	22,000.02	6,530.94	24,940.78	44,000.00	28,530.92

	ACCOUNT	CURRENT ACTUAL	CURRENT BUDGET	YTD ACTUAL	CURRENT YTD BUDGET	YTD VARIANCE	LAST YTD ACTUAL	ANNUAL BUDGET	BUDGET BALANCE
00-000	Travel and Per diem	3,888.84	3,333.33	13,221.27	19,999.98	6,778.71	15,463.37	40,000.00	26,778.73
00-000	Communications	3,139.55	2,083.33	9,961.48	12,499.98	2,538.50	8,638.17	25,000.00	15,038.52
51-000	Postage	3,069.22	3,363.58	27,471.58	20,181.48	-7,290.10	18,818.47	40,363.00	12,891.42
51-000	Rental Office Equipment	399.00	458.33	1,189.00	2,749.98	1,560.98	1,080.00	5,500.00	4,311.00
00-000	Insurance	0.00	5,908.42	70,901.00	35,450.52	-35,450.48	73,730.00	70,901.00	0.00
51-000	Repair Office Equipment	782.04	458.33	1,746.08	2,749.98	1,003.90	5,430.84	5,500.00	3,753.92
52-000	Repair Vehicles	342.77	562.50	6,401.50	3,375.00	-3,026.50	1,392.21	6,750.00	348.50
54-000	EDP Maintenance	450.00	1,238.75	6,023.00	7,432.50	1,409.50	6,063.32	14,865.00	8,842.00
00-000	Printing	888.89	2,507.92	6,621.28	15,047.52	8,426.24	12,584.43	30,095.00	23,473.72
51-000	Legal Advertisement	0.00	208.33	221.28	1,249.98	1,028.70	650.50	2,500.00	2,278.72
00-000	Office Supplies	1,881.75	1,356.25	13,219.45	8,137.50	-5,081.95	6,940.64	16,275.00	3,055.55
00-000	Operating Supplies	6,254.05	2,357.08	20,264.66	14,142.48	-6,122.18	26,390.08	28,285.00	8,020.34
51-000	Books	0.00	83.33	201.50	499.98	298.48	270.71	1,000.00	798.50
52-000	Subscriptions	89.95	391.67	1,042.54	2,350.02	1,307.48	829.95	4,700.00	3,657.46
53-000	Education	1,545.68	2,500.00	9,399.68	15,000.00	5,600.32	5,299.00	30,000.00	20,600.32
54-000	Dues and Memberships	995.00	1,145.83	14,182.90	6,874.98	-7,307.92	16,309.08	13,750.00	-432.90
	TOTAL OPERATING EXP	$38,289.94	$60,956.99	$342,407.17	$365,741.94	$23,334.77	$336,036.35	$731,484.00	$389,076.83
	CAPITAL OUTLAY								
51-000	EDP Equipment	0.00	800.00	0.00	4,800.00	4,800.00	3,298.84	9,600.00	9,600.00
52-000	Office Furniture	5,896.34	0.00	5,896.34	0.00	-5,896.34	0.00	0.00	-5,896.34
53-000	Office Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
54-000	Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL CAPITAL OUTLAY	$5,896.34	$800.00	$5,896.34	$4,800.00	-$1,096.34	$3,298.84	$9,600.00	$3,703.66
	NON OPERATING EXP.								

	ACCOUNT	CURRENT ACTUAL	CURRENT BUDGET	YTD ACTUAL	CURR YTD BUDGET	YTD VARIANCE	LAST YTD ACTUAL	ANNUAL BUDGET	BUDGE BALANCE
00-000	EDP Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00-000	Other Contracts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00-000	Special Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
00-000	Emergency Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL NON OPERATING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	TOTAL EXPENSES	$359,201.82	$354,860.82	$2,071,449.72	$2,129,164.92	$57,715.20	$2,125,207.13	$4,258,330.00	$2,186,880.28
	TOTAL REVENUES	0.00	-346,192.24	-2,081,871.00	-2,077,153.44	4,717.56	-2,167,426.00	-4,154,307.00	-2,072,436.00
	Balance of Total Revenues less Total	-$359,233.72	-$0.07	$63,514.81	-$0.42	-$63,515.23	$99,011.20	-$1.00	-$63,515.81

Von Fraser

Alachua County

TAX COLLECTOR

May 4, 2011

Alachua County Board of County Commissioners
c/o Linda Schoellhorn
Finance and Accounting
Clerk of the Court

Below is a summary of the Alachua County Tax Collector's Quarterly Budget Report for the Second Quarter of FY 2010-2011, detailing year-to-date expenditures compared to our approved budget.

	Total Budget	Actual to Date Expenditures	% Expended to Date
Personal Services	$ 4,019,614	$ 1,816,162	45.18%
Operating Exp.	$ 1,002,213	$ 454,870	45.39%
Capital Outlay	$ 60,000	$ 16,580	27.63%
Total	$ 5,081,827	$ 2,287,612	45.02%

If you have any questions, please contact me at Ext. 6204.

Respectfully submitted,

Jon Costabile, Executive Director of Finance
Alachua County Tax Collector

PO Box 1439, Gainesville, FL 32602 • (352) 374-5236 • Fax: (352) 381-0175 • E-mail: actc@actcfl.org • Website: actcfl.org

SUPERVISOR OF ELECTIONS
BUDGETED TO ACTUAL EXPENDITURES
FOR THE PERIOD ENDING MARCH, 2011

	TOTAL BUDGET	ACTUAL TO DATE EXPENDITURES	% EXPENDED TO DATE
PERSONAL SERVICES	$ 1,180,341	$ 474,189	40.17%
OPERATING	555,976	120,478	21.67%
CAPITAL OUTLAY	-	-	0%
NON-OPERATING	5,000	5,000	100%
TOTAL	$ 1,741,317	$ 599,667	34.44%

May 24, 2011 Regular BoCC Meeting
Agenda Item #31

Title
Amend the Board of County Commissioners' Rules of Procedure (Amended)

Amount
N/A

Description
This is a resolution to amend the Board of County Commissioners' Rules of Procedure to require the Board's approval before scheduling agenda items to a time certain.

Recommendation
Approve the resolution to amend the Baord of County Commissioners' Rules of Procedure in accordance with the attached summary document and authorize the Chair to sign.

Alternative(s)
Do not approve the resolution.

Requested By
Board of County Commissioners

Originating Department
County Attorney

Attachment(s) Description
(1) Summary of changes to Board's Rules of Procedure; (2) Board Rules with strikethrough/underlining showing changes; (3) Resolution to adopt Board's Rules of Procedure

Documents Requiring Action
Resolution

Executive Summary
The attached summary document shows the proposed addition of a section on proclamations.

Background
The Board last revised its Rules of Procedure in January 2011. At its regular meeting Of May 10, 2011, the Board decided to revise its Rules of Procedure in order to require the Board's approval prior to scheduling agenda items to a time certain.

Issues
Should the Board amend and restate the Board's Rules of Procedure?

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 1_Summary2011May.pdf
Attachment: 3_RESOrules2011May.pdf
Attachment: 2_DRAFTrules2011May.pdf

SUMMARY OF CHANGES TO BOARD RULES OF PROCEDURE
DRAFT 5/11/2011

Add new Subsection F. under Time Certain Items, in Section 16.

16: <u>Meeting; Order of Business</u>. The business of all regular meetings of the Commission should be transacted as follows - provided, however that the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the agenda to more expeditiously conduct the business before the Commission:

. . .

- Time Certain Items

  A. Public Comments 9:30 a.m. - Forty-five minutes will be allotted for comments. Fifteen minutes will also be allotted at the end of each meeting. Persons who did not speak during the first public comment period will have the opportunity to do so.

     Any person may address the Commission under this agenda section. The County Commission shall not take *final* action at the same meeting on items addressed under this section unless the County Commission waives its Rules of Procedure.

  B. Proclamations at 5:30 p.m. Proclamations may also be read at any time during the meeting. Any person may request that the Chair present a proclamation. The Board will not approve the proclamation. The Chair may read proclamations at 5:30 p.m. in the Jack Durrance Auditorium.

  C. Public Comments at 5:30 p.m. (30 minutes)

  D. Public Hearings at 5:00 p.m.

  E. Public Comments (at the conclusion of the evening meeting agenda)

  <u>F. Commission approval is required prior to the scheduling of any agenda item other than those listed above for a time certain.</u>

. . .

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS



RULES OF PROCEDURE

DRAFT 5/11/2011

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**NOTE: TOC page numbering to be completed after adoption & finalization*

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SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

1: Commission Meetings -Open to the Public. All meetings of the Alachua County Commission, and of committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S.

(a) The exception shall be those meetings statutorily exempt, such as collective bargaining sessions with the County Manager - Section 447.605(1), F.S.; meetings regarding risk management claims - Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Commission shall follow all statutory requirements for exempt meetings.

(b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. In those instances, the Commission may make other rooms available for those who desire to participate in the meeting.

(c) Regular meetings of the Commission will be conducted in a publicly owned or controlled building. Special meetings will also be conducted in publicly owned or controlled buildings. All meetings will be held in a building that is open to the public.

(d) For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms. Other signs, placards, or banners shall not disrupt meetings or interfere with a person's ability to observe the meeting.

(e) All persons with disabilities shall be provided the assistance that is necessary to enable them to effectively participate in Commission meetings.

2: Appearance Before the Commission. Persons desiring to address the Commission on a matter pending before it, or which needs the attention of the Commission, may do so upon recognition and introduction by the Chair. To ensure that everyone has a fair opportunity to participate, these procedures will be followed:

(a) After being recognized, the person should:

- step up to the speaker's rostrum and give her/his name;
- unless further time is granted by the Chair, limit the comments to five minutes;
- address all remarks to the Commission as a body, and not a member thereof; and
- make comments and present documents to the Commission and the Commission's Clerk.
- Speakers should make comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless granted permission by the Chair.

(b) The Commission may discuss the matter, assign it to a committee, refer it to the manager and/or attorney for review and comment, question the speaker and/or take other appropriate action.

(c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.

Speakers should refrain from disruptive conduct.

(d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking who has been properly recognized by the Chair.

(e) If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal pursuant to Rule 19 Sergeant-at-Arms.

(f) Prior to the beginning of a meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their names, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so.

(g) The Chair, subject to concurrence of the majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

(h) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute will not be entertained as a part of Citizen Comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

3: <u>Public Comments and Inquiries</u>. Persons may address the Commission on items not on the agenda during the Public Comment periods. The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is legislative or administrative in nature and then:

(a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the

Attorney and/or Manager for review and recommendation, or may take other action it deems appropriate.

(b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Manager, the Chair should then refer the complaint directly to the County Manager for her/his review, if said complaint has not been so reviewed. The Commission may direct that the County Manager report to the Commission when her/his review is completed.

(c) The Chair may also assign to a Commissioner issues that require additional examination. If so assigned, the Commissioner shall provide a report to the Commission when the examination is complete.

4: <u>Commission Meetings - Regular</u>. Regular meetings of the Alachua County Commission are normally conducted at 9:00 a.m. on the second and fourth Tuesdays of the month in the Jack Durrance Auditorium - Room 209, County Administration Building, 12 SE First Street, Gainesville, Florida.

(a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.

5: <u>Commission Meetings - Special</u>. Any Commissioner, the County Manager, or the County Attorney may call a special meeting.

(a) The notice for a special meeting shall be in writing and shall contain the date, time and place of the meeting. The notice of a special meeting shall be posted at a designated area on the second floor of the County Administration Building. The date, time and place of the special meeting will be added to the meetings list. Special meetings may be held upon no less than twenty-four (24) hours notice.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Manager and the County Attorney shall be given 24 hours prior notice of the special meeting. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) Twenty-four hours prior notice of the special meeting shall be provided to the business office of each local media organization that has on file a written request for notice of special meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Special meetings may be scheduled on days or evenings in addition to the second and fourth Tuesday of the month.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. Public comment shall be allowed on items on the agenda, but there will not be a separate public comment period included on the agenda.

(f) If there is no longer a need for a special meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

6: Commission Meetings - Emergency. Any one Commissioner, the County Manager, or the County Attorney may call, orally or in writing, an emergency meeting.

(a) The call for an emergency meeting shall contain the date, time, and place of the meeting. The date, time and place of the emergency meeting will be added to the Meetings List. Emergency meetings may be held, when practicable, upon the most reasonable notice allowable under the circumstances. Twenty-four (24) hours notice shall normally be provided for emergency meetings.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Manager and the County Attorney shall be given the most reasonable notice allowable under the circumstances. Such notice shall be provided by any reasonable means, including telephone, email, or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) The most reasonable notice allowable under the circumstances of the emergency meeting shall be provided to the business office of each local media organization that has on file a written request for notice of emergency meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Emergency meetings may be scheduled on days or evenings in addition to the second and fourth Tuesday of the month.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. Although the Board of County Commissioners will normally only consider items listed on the agenda, the Board may add additional items to the agenda at the beginning of the meeting when the item added is related to the emergency. Public comment shall be allowed on items on the agenda, but there will not be a separate public comment period included on the agenda.

(f) If there is no longer a need for an emergency meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

7: Informal Commission Meetings - Workshops, Retreats. The Chair, Commission, or County Manager may schedule informal meetings, workshops, or retreats. Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be made by County Commission staff. Agendas shall be required for workshops and retreats. No agenda shall be required for informal meetings. The Board shall use informal meetings to conduct discussions of matters of county concern in a meeting that complies with the requirements of the Florida Government-in-the-Sunshine Law. The County Commission may not adopt motions or take final action at informal meetings. The County Commission shall not suspend its Rules pursuant to Rule 35, herein in order to take action at an informal meeting.

8: Oath Ceremony Meeting.

The Board of County Commissioners may conduct a meeting to provide for the formal administration of the oath of office to newly elected and reelected county commissioners. This meeting should be conducted at or near the second Tuesday following the Tuesday of the General Election in November. The following guidelines will apply to the meeting:

(a) The Clerk of the Commission will call the meeting to order.

(b) The Clerk will recognize a member of the clergy to provide an invocation.

(c) The Clerk will lead the pledge of allegiance.

(d) The Clerk will ask the Board to approve the agenda.

(e) A person authorized to administer oaths under Florida law will administer the oath of office to the newly elected and reelected county commissioners.

(f) The Clerk will conduct an election of officers of the Board of County Commissioners for the following year. The Board will elect a Chair and Vice-Chair of the Commission.

(g) Commissioners may make remarks in the following order:

(1) Reelected county commissioners.
(2) Newly elected county commissioners.
(3) Remarks by other county commissioners.

(h) The meeting will generally be limited to ceremonial items. All commissioners should limit their comments to items that relate to the ceremonial nature of the oath ceremony meeting.

9: Public Hearings; Time; Location.

Public hearings shall be held on the second and (if necessary) fourth Tuesday of the month, and are normally conducted at 5:00 p.m. Unless advertised otherwise, public hearings are conducted in the Jack Durrance Auditorium, 12 SE First Street in Gainesville, Florida.

The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. However, by vote (of a majority plus one pursuant to Subsection 125.66(4)(b)(1), F.S.), the County Commission may conduct public hearings for those applications identified in this subsection -- usually required after 5:00 p.m. -- at another time of day. Public hearings may be continued from a prior meeting, or scheduled on days or evenings in addition to the second and fourth Tuesday of each month.

Prior to the beginning of any meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so. The Chair, subject to concurrence of a majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

10: <u>Public Hearing; Procedures</u>.

(a) General Public Hearings

The procedures to be followed for public hearings are, generally, as follows:

(1) The County Manager designee should describe the agenda item to be considered, and provide the staff recommendation. The Chair should then inquire as to whether any Commissioners have questions for administration. After Commissioners' questions are answered, the Chair inquires whether any Commissioner wishes to put forth a motion. Whether or not a motion and second are made, the Chair opens the public hearing.

(2) Following public comment (if any), the Chair closes the public hearing and inquires if any Commissioner wishes to put forth a motion. Following the motion and its second, discussion occurs among Commissioners.

(3) The Chair inquires if there is any further discussion by the Commissioners and any final comments or recommendations from administration. The Chair shall entertain comments from the public about the motion on the floor. The presiding officer restates the motion.

(4) The Chair inquires of the Commissioners as to whether they are ready for the question and restates the vote.

(b) Quasi-Judicial Hearings

The procedures to be followed for quasi-judicial hearings are generally as follows:

(1) Prior to the commencement of quasi-judicial hearings, the Commission will either recess for broadcast of the quasi-judicial videotape or the County Attorney will provide the public with an explanation of "quasi-judicial" proceedings and shall read the following statement:

"All persons wishing to participate and speak will be sworn in prior to speaking during this proceeding. All persons have the right, through the Chair, to ask questions of staff or other speakers, to seek clarification of comments made by staff or other speakers and respond to comments or presentations of staff or other speakers. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceedings and official minutes."

"While we welcome comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony."

(2) After reading the statement, the deputy clerk will make the following inquiry of the County Commissioners:

"Has any Commissioner received any oral or written communications regarding the zoning items? If so, please disclose the substance of the communication and identify the person making the communication."

Disclosure made must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication.

(3) The Deputy Clerk shall administer the affirmation to all persons who desire to speak at quasi-judicial proceedings before the County Commission

(4) A "summary" agenda document may be used for zoning items. Items that have unanimous staff and Planning Commission recommendation for approval, and no opposition received from the public prior to the meeting, may be scheduled on the summary agenda. The commission will consider the summary agenda at the beginning of the meeting.

(5) The County Manager designee shall describe the quasi-judicial item to be considered and make a presentation pertaining to the item. The Chair shall then inquire as to whether any Commissioner has questions for the staff members who made the presentation. After the Commissioners' questions are answered, the Chair will ask if any of the parties to the proceeding have any questions of staff members who made presentations.

(6) The zoning applicant or his/her representative will make a presentation pertaining to the application. The Chair will once again inquire as to whether Commissioners and then parties to the proceeding have questions of the applicant and the applicant's representatives.

(7) The Chair will next ask if any members in the audience wish to present testimony. At the conclusion of the testimony, the Chair will ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness.

(8) There will be an opportunity for applicant rebuttal and staff closing comments.

(9) The Chair will then inquire of the Commissioners as to whether they are prepared to vote to address the application before them.

(c) Ex-parte Communications

Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any commissioner the merits of any matter that the County Commission may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.

(1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a zoning decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

(2) A County Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Commission (such as a zoning decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.

(3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the

investigation, site visit or expert opinion is made a part of the record before final action on the matter.

(4) Persons who have opinions contrary to those expressed in an ex-parte communication shall be given a reasonable opportunity to refute or respond to the communication.

11: Public Records; Inspection; Duplication. Pursuant to Chapter 119, F.S., all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email messages, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business by any agency, are public records. A public record (including information stored in computers) is open to public inspection and duplication, unless exempted by law.

(a) If the purpose of a document prepared in connection with the official business of the agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of an agency.

(b) Requests for copies of public information (including the Chair's mail and videotapes of County Commission meetings and workshops) should be made through the County Manager's office. The cost shall be as established by the County Commission.

(c) Any and every media conference officially sponsored by Alachua County Government will be open to all media representatives and to the general public. Press conferences will be conducted in a location that is publicly accessible.

12: Commission Mail; Circulation; Public Review and Duplication. All mail addressed to the Chair and the Commissioners, which is received pursuant to law or in connection with the transaction of official County business, is a public record (Chapter 119, F.S.). The public may review and duplicate these records via email.

(a) Each Commissioner will be provided a copy of the Chair's mail. The originals with attachments will remain in the Chair's mail file. Items of considerable length (such as petitions) will not be copied; instead, a memorandum will be distributed which announces the availability and location of the item in the office. Publications and lengthy agenda materials for other boards on which Commissioners serve will not be copied; only the agenda will be circulated.

(b) Each Commissioner will receive the original of items addressed to her/him. Mail with the words similar to "Personal", "Confidential" or "For the Addressee Only", shall be delivered unopened to the addressee.

(c) The Chair and Commissioners who receive individually-addressed mail will be responsible for replying; asking the County Manager to draft a response for their signature; or requesting that the item be agendaed for formal Commission consideration.

The County Manager shall be responsible for ensuring that mail addressed to the Chair or the Commission is properly answered or placed on an agenda.

13: <u>Advisory Boards/Committees</u>. The mission of advisory boards and committees shall be to examine various policy issues referred by the Commission, staff or as determined in the board or committee work plan. Committees shall provide guidance to the Commission in the development of policy recommendations, but shall not attempt to manage the administrative operations of the County or direct staff.

Advisory boards and committees may be created and dissolved by resolution, ordinance or other act adopted by the Commission. Committee members are appointed by the Commission after advertising vacancies. All members shall serve at the pleasure of the Commission.

(a) The County Manager's office shall provide to the chair of each advisory board or committee and appropriate department director copies of all resolutions or ordinances which pertain to that committee. Such information shall be delivered to the committee chair within one (1) week after adoption by the Commission, or as soon thereafter as possible.

(b) Appointment to advisory boards shall be by voice vote during a regular Commission meeting. Priority shall be given to applicants from Alachua County. All members serve at the pleasure of the Commission.

(c) All Commission advisory boards, commissions and other bodies shall meet in public buildings.

(d) All statutory boards, commissions and advisory bodies shall publish minutes taken at each meeting on the County's advisory board web site. Communications to the Commission from such boards, commissions and bodies shall be received in the mail of the Advisory Board Coordinator and provided by email to the Commission, where practicable.

All Chairpersons of advisory boards/committees are encouraged to provide updates to the County Commission at its regularly scheduled business meetings/public hearings. All requests for presentations shall be submitted to the Office of the County Manager.

(e) Members appointed to advisory boards and committees should generally serve a maximum of two (2) terms. The Board of County Commissioners may make exceptions to this general policy on a case-by-case basis (1) when no person applies for a vacant position; (2) when necessary to preserve the stability of a board or committee; (3) when necessary to retain a particular appointee because of his or her special knowledge and expertise; or (4) for such other reasons or circumstances as the Board deems appropriate. When filling a vacancy for an unexpired term, an appointee who serves more than half a term in office is considered to have served a full term. When filling a vacancy for an

unexpired term of less than one year, the appointment shall be for the unexpired term and one full term, when applicable.

(f) Employees may serve on advisory boards/committees.

(g) Appointees' personal and business affairs conducted within Alachua County must be in substantial compliance with all County regulatory and taxing authorities' rules and regulations. Appointees deemed to be in chronic violation of any County rule, regulation, or policy may be disallowed from membership on advisory boards or committees by a majority vote of the Commission.

(h) Advisory boards and committees are required to adhere to the "Guidelines for Citizen Advisory Boards & Committees" as approved by the County Commission. These guidelines are incorporated herein as Attachment 1.

SECTION II - PREPARATION OF AGENDA; ORDER OF BUSINESS

14: Preparation of Agenda. The County Manager shall prepare the agenda according to a policy guide developed by the County Manager and confirmed by the Commission. The Chair, any Commissioner or Constitutional Officer, the County Manager, or the County Attorney may place an item on the agenda. The County Manager will provide the tentative agenda to Commissioners two weeks prior to a regular meeting. The Chair and County Manager will meet to discuss each agenda.

(a) The Chair, any Commissioner or Constitutional Officer, the County Manager, or the County Attorney may request that an item be scheduled for a time certain. Persons requesting an item be scheduled for a time certain shall submit the request to the Agenda Office no later than Tuesday one week prior to the meeting.

Presentations on time certain items will normally not exceed thirty (30) minutes in length.

(b) The Chair, any Commissioner or Constitutional Officer, the County Manager, or the County Attorney may schedule an item for a time certain that recognizes County employees or citizens. These recognitions will generally honor individuals, teams, or organizations for activities or actions that benefit Alachua County. Recognition presentations will not exceed fifteen (15) minutes.

(c) Time certain items that may exceed the thirty (30) minute time limit set forth herein will be scheduled for the afternoon portion of the meeting.

15: Agenda Material. A copy of the agenda and supporting materials shall be prepared for Commissioners, the public and the media before 5:00 p.m. on the Thursday prior to the regular Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, shall be available for review in the County Manager's office.

(a) Each Commissioner should carefully review the Consent Agenda to determine whether there is any item he or she wishes to have placed on the Regular Agenda. Commissioners are encouraged to notify the County Manager or the Agenda Coordinator of requested changes to the agenda before the day of the meeting. A commissioner may request that any item be removed from the Consent Agenda and placed on the Regular Agenda at any time before the adoption of the agenda at a county commission meeting.

16: Meeting; Order of Business. The business of all regular meetings of the Commission should be transacted as follows - provided, however that the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the agenda to more expeditiously conduct the business before the Commission:

- Invocation and Pledge of Allegiance

  The Commission may maintain a clergy rotational roster, which may be used to rotate among local clergy the invocation at the regular meetings. Members of the Commission may also be designated to present the invocation. The Chair shall lead the pledge.

- Presentation of Amendments to the Agenda

  An amendment to the agenda is an emergency addition to the regular or consent agenda and consists of items which are submitted for agenda consideration after the established deadline. Examples of such items include grant applications. Amendments will be prepared only when warranted. Amendments and supporting material shall be made available to the Commission and the public no later than 4:00 p.m. on the Monday before the regular meeting. All amendments shall be shown in italics (additions) or strike-throughs (deletions or moved items).

- Approval of the Regular, Consent and Public Hearing Agenda

  Except for items advertised for public hearings, items may be added to, or removed from, the agenda. Agenda items may be reordered. Authorization to advertise ordinances may be placed on the consent agenda.

  A motion to approve the agenda:

  (a) approves any amendments to the Regular and Consent Agenda;
  (b) adopts the Regular Agenda; and
  (c) approves all items on the Consent Agenda.

  Prior to a vote on the motion to adopt the Agenda, the Chair shall inquire if any Commissioner wishes any other items to be withdrawn from the Consent Agenda. If any matter is withdrawn by any member of the Commission, the Chair shall place the item at an appropriate place on the agenda for the current or a future meeting.

- Time Certain Items

  A. Public Comments 9:30 a.m. - Forty-five minutes will be allotted for comments. Fifteen minutes will also be allotted at the end of each meeting. Persons who did not speak during the first public comment period will have the opportunity to do so.

     Any person may address the Commission under this agenda section. The County Commission shall not take *final* action at the same meeting on items addressed under this section unless the County Commission waives its Rules of Procedure.

B. Proclamations at 5:30 p.m. Proclamations may also be read at any time during the meeting. Any person may request that the Chair present a proclamation. The Board will not approve the proclamation. The Chair may read proclamations at 5:30 p.m. in the Jack Durrance Auditorium.

C. Public Comments at 5:30 p.m. (30 minutes)

D. Public Hearings at 5:00 p.m.

E. Public Comments (at the conclusion of the evening meeting agenda)

F. Commission approval is required prior to the scheduling of any agenda item other than those listed above for a time certain.

- Appointments to Advisory Boards and Committees
- Committee Reports
- Constitutional Officers/Other Governmental Units
- County Attorney
- County Manager
- Public Comments
- Commission Comments
- Any items not listed on the printed agenda, for which a Commissioner will request Commission action, should be in writing, and should be provided to the Commission, the Clerk and the public at the beginning of the meeting. The exceptions are items of an emergency nature.
- Adjourn

No meeting should be permitted to continue beyond midnight without the approval of a majority of the Commission. A new time limit must be established before taking a Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by Commission vote prior to midnight, the items not acted on are to be continued to a designated time on the following day, unless State law requires hearing at a different time or unless the Commission, by a majority vote of members present, determines otherwise.

17: Quorum. A quorum of the Commission to adopt motions and take action consists of three (3) Commissioners. Once a quorum has been established, a majority of Commissioners present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5ths) of the Commission is required for approval of an item (e.g. consideration of emergency ordinances, gas tax and proposals to amend the Charter).

18: Required Attendance of Officials. In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: Clerk of the Court, County Manager, County Attorney, or their designees. A representative of the Alachua County Sheriff's Office shall be present to provide security and assistance in maintaining order.

19: Clerk of the Commission; Parliamentarian; Minutes. The Clerk of the Court, or the Deputy Clerk, serves as parliamentarian, and advises the Chair as to correct rules of procedure or questions of specific rule application. The parliamentarian calls to the attention of the Chair any error in the proceedings that may affect the substantive rights of any member, or may otherwise do harm. Pursuant to the agenda, the Clerk shall announce the business that shall come before the Commission.

(a) The Clerk of the Court shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting. The draft minutes are reviewed by a Commissioner designated by the Chair. The Clerk shall provide corrected copies of the final minutes to each Commissioner for their reading.

(b) The Clerk notifies the County Manager's office to place the minutes on the agenda for approval by the Commission. Such minutes stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. In such event, an appropriate correction is made.

(c) The Clerk shall be responsible for recording County Commission workshops. Preparation of workshop minutes is the responsibility of County Commission staff.

(d) Upon request, the County Manager may ask that the Clerk provide any Commissioner with transcribed excerpts of tapes of Commission meetings.

20: Sergeant at Arms. The County Manager, or her/his designee, shall be sergeant-at-arms of the Commission meetings. The Alachua County Sheriff's Office is authorized to assist the County Manager in performing this duty. The County Manager shall carry out all orders and instructions given by the County Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:

(a) If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that their time to address the Commission has expired and the Chair will direct the individual to leave the podium.

(b) If an individual causes disruption in the Commission meeting site, the Chair will inform the individual causing the disruption to cease the disruptive activity.

(c) If the disruption fails to stop:

(1) The Chair will inform the individual causing the disruption that their actions are contrary to the orderly function of the meeting and that the individual is to cease such action or the Sergeant-at-Arms (County Manager/designee) will be instructed to remove the individual from the meeting site.

(2) The Chair will direct the individual to leave the meeting site. The Chair will inform the individual that, if s/he is directed to leave and fails to do so, the individual will be subject to arrest for trespass.

(3) If the disruption fails to cease, the Chair shall be authorized to take final action and read the following: "As the Commission Chair, I inform you that your actions are inconsistent with the orderly function of this meeting and you have failed to comply with the lawful order of the Chair. I am instructing the Sergeant-at-Arms (County Manager/designee) to have you removed from this meeting site, and if deemed necessary by the Sergeant-at-Arms, to remove you from this building."

21: Rules of Order and Debate. Every Commission member desiring to speak should address the Commission Chair and, upon recognition by the Chair, should be confined to the question under debate.

(a) The maker of a motion shall be entitled to the floor first for debate.

(b) A member once recognized should not be interrupted when speaking unless to call said member to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member will be at liberty to proceed.

(c) If the Commission Chair wishes to put forth or second a motion, s/he shall relinquish the chair to (1), the Vice Chair, (2), the senior Commission member (if the Vice Chair is absent), (3) another Commission member who has remained impartial or (4), the Clerk, until the main motion on which the presiding officer spoke has been disposed.

(d) The most recent edition of the Standard Code of Parliamentary Procedure (Alice Sturgis) shall be the rules of the Commission, so long as they do not conflict with ordinances, statutes, these rules, or the Alachua County Charter.

22: Voting. The votes during all Commission meetings should be transacted as follows:

(a) In order to expedite business, the Chair shall determine whether to call for the vote by voice or electronic voting equipment. At the request of any Commissioner, a roll call

vote shall be taken by the Clerk. The roll call vote may be determined in alphabetical order, with the Chair voting last.

(b) When the Chair calls for a vote on a motion, every member, who was in the Commission chambers must give their vote, unless the member has publicly stated that s/he is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143 or Section 286.011, Florida Statutes. If any Commissioner declines to vote "aye" or "nay" by voice, his or her vote shall be counted as an "aye" vote.

(c) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote. In case of a tie in votes on any proposal, the proposal shall be considered lost.

(d) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.

(e) If a motion is not carried by at least a majority of Commissioners present, the proposal shall be considered lost.

23: Conflict of Interest as Specified in 112.3143 or Section 286.011, Florida Statutes. No Commissioner shall vote in her/his official capacity on a matter which would inure to his/her special private gain, or which the Commissioner knows would inure to the special private gain of any principal by whom s/he is retained, of the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or of a business associate. Each Commissioner shall, prior to the vote being taken, publicly state the nature of the Commissioner's interest in the matter from which he or she is abstaining from voting. Within fifteen (15) days following that Commission meeting, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of her/his interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting.

24: Ordinances. An enacted ordinance is a legislative act which prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the county. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.

(a) Emergency Ordinances. By vote of one more than the majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(3), F.S.

25: Resolutions. Generally, an enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Commission action shall be taken by resolution when required by law, and in those instances where an

expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced.

26: Proclamations. Generally, an enacted proclamation is an informal statement of the Commission's position on an event, issue, or matter that is of concern to the Commission. Proclamations may also be used to recognize citizen or organization accomplishments. The Chair may, upon request, approve a proclamation that addresses matters of substantial concern within the County. At the request of any Commissioner, a proposed proclamation shall be presented to the Board as a resolution.

27: Motions. An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the county. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.

Before a motion has been stated by the Chair, its proposer may change or withdraw it without the Commission's permission, and any member or the Chair may request that the maker withdraw it. Once the motion has received a second and has been stated by the Chair, the Commission must vote on the motion.

28: Reconsideration of Action Previously Taken. A motion to reconsider enables the Commission to set aside a vote on a main motion taken at the same meeting, and to consider that motion again as though no vote had been taken on it.

(a) A motion to reconsider shall be allowed at any time by any Commissioner during a meeting, except when a motion on some other subject is pending. No motion by any Commissioner to reconsider shall be made more than once on any subject at the same meeting.

(b) Upon passage of a motion to reconsider, no substantive action on the matter may be taken until a subsequent meeting so that the public and media may be on notice of the matter to be reconsidered. The subject matter shall be scheduled for the next regular Commission meeting for any action the Commission deems advisable.

29: Rescinding Action Previously Taken. Commission action may be rescinded by a 4/5ths vote. After a motion to reconsider has been adopted by a majority vote, any Commissioner may, at the next regular Commission meeting, move to rescind action previously taken.

SECTION III - GENERAL PROVISIONS

30: Newly-Elected Commissioners. The term of County Commissioners elected to office shall commence on the second Tuesday following the general election as specified in Florida Statutes Section 100.041. Each County Commissioner shall take the oath of office before performing the duties of a County Commissioner.

A swearing-in ceremony for newly-elected commissioners will be coordinated by the County Manager. The County Manager shall provide an orientation program.

31: Election of Chair and Vice-Chair. The Clerk shall preside over the election of officers. Procedures for electing officers are as follows:

(a) On the second Tuesday of November each year, or as soon thereafter as practicable, the Commission elects a Chairperson from among its members. The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.

(b) In conjunction with the above election, a Vice-Chair is also elected in a like manner. The Vice-Chair continues to have all the rights, privileges and immunities of a member of the Commission.

(c) In case of the absence or temporary disability of the Chair, the Vice-Chair serves as Chair during the absence. In case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, selected by members of the Commission, serves during the continuance of the absences or disabilities.

32: Commission Chair; Presiding Officer. The Presiding Officer (the Chair) presides at all meetings of the Commission, and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon her/him as Chair, s/he continues to have all the rights, privileges and immunities of a member of the Commission. The Chair's responsibilities include:

(a) Call the meeting to order;

(b) Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by her/him, and s/he declares all votes;

(c) Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;

(d) Expedite business in every way compatible with the rights of members;

(e) Remain objective. The Chair has the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while presiding. The Chair should have nothing to say on the merits of pending questions until the Commissioners and citizens have fully debated the question. On certain occasions -- which should be extremely rare -- the Chair may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs the duty to preside at that time. If the Chair wishes to place a motion, the gavel must be relinquished.

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

(1) Vice Chair;
(2) Other Commissioners based upon seniority;
(3) Another Commission member who has remained impartial;
(4) Clerk to the County Commission;

The presiding officer who relinquished the chair should not return to it until the pending main question has been disposed of, since s/he has expressed partisanship as far as that particular matter is concerned.

(f) Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;

(g) When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings.

(h) Assign Commissioner's seats in the commission chambers.

(i) For time-sensitive matters only, send letters to the Alachua County State and Federal Legislative Delegations and other government officials in support of Alachua County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.

33: <u>Legislative Program and Communication with Lobbyists</u>. Each year, prior to the Legislative Session, the County Manager shall submit to the Commission a proposed legislative program for the State Legislature and the Federal Government. This program shall be based on legislative concerns submitted by Alachua County and its member municipalities. The County will coordinate with the Florida League of Cities and the Florida Association of Counties, as is appropriate, to protect the interests of Alachua County in the legislative process.

(a) The final State and Federal Legislative Program will be approved at a County Commission meeting. Copies of the approved Legislative Program shall be submitted to the appropriate Legislative Delegation in order to seek favorable legislation and

appropriations to further the goals of Alachua County. The Legislative Program and lobbying efforts should be developed to coordinate and leverage federal and state appropriations.

(b) As deemed necessary by the County Commission, the County Manager may solicit and obtain the services of professional lobbyists to gain approval or favorable consideration of issues within the Legislative Program, or to intercede on behalf of Alachua County before governmental administrative agencies. The County Manager shall notify the County Commission when such services are to be rendered.

(c) Professional registered lobbyists or county staff members assigned to advance the County's Legislative Program shall meet all legal requirements of the State of Florida and conduct themselves ethically to eliminate any conflict of interest, as they represent the citizens of Alachua County. Firms or individuals lobbying on behalf of the County will use the approved Alachua County Legislative Program, including those issues submitted by municipalities and approved by the County Commission, as a guide for their activities. New issues shall be approved by the County Commission for inclusion in the adopted Legislative Program.

(d) In the event of emergency or in the changing climate of the legislative amendment process, the County Manager may (in consultation with the Chair of the County Commission) direct the County Lobbyist to take action on bills or amendments that would have a favorable impact on Alachua County. Such emergency authorizations will be reported to the County Commission in a timely manner. The County Manager may, at his discretion, assign county employees to the legislative tasks (including attendance in Tallahassee, or appearance before legislative or administrative bodies) to promote the Legislative Program.

34: <u>Commission Appointments to Boards and Committees</u>. Members of the County Commission serve on various boards and committees (e.g., Tourist Development Council, Regional Planning Council, etc.). Appointments are reviewed and made on the second Tuesday of November of each year or as soon thereafter as practicable.

(a) A listing of previous-year appointments will be disseminated to the County Commission in advance of the appropriate meeting so that each Commissioner can determine his/her interest in serving on various boards/committees.

(b) If there is no nominee or no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.

(c) Each committee shall call upon, advise with, and seek the recommendation of the County Manager's staff. Employees shall staff the various committees as directed by the County Manager. When the staff and committee's recommendations differ, both recommendations will be discussed at the appropriate regular Commission meeting.

(d) The County Manager is responsible for scheduling recommendations or reports on the Commission agenda in a timely manner. Reports will include minutes of the committee meeting and other supporting documentation.

35: <u>Functional Groups; Appointment of Commission Liaisons</u>. To improve performance in functional areas of county operations, the County Manager may establish collaborative workgroups and a regularly scheduled forum to bring together multiple departments. These functional groups are intended to foster teamwork and better communication in order to enhance program coordination, policy recommendations, and regulations governing county operations.

(a) Meetings of functional groups shall be regularly scheduled and properly noticed public meetings. The County Manager shall designate county staff to Chair each functional group. In order to assure timely communication of issues considered by each functional group, the agendas and functional group meeting minutes will be provided to all commissioners.

(b) Established functional groups include:

(1) The Administrative Services Group - shares internal organizational customers, handles organization-wide issues of human resources and training, risk management, organizational effectiveness, and technological infrastructure and protocols, all of which create an effective organization.

(2) The Community Services Group - examines outcomes and anticipates problems, or develops solutions to problems, in the provision of services to the community by governmental operations.

(3) The Community Planning Group - examines outcomes of County planning and development activities, and anticipates problems or develops solutions to enhance the community's natural and as-built environment.

(4) The Financial Planning Group – analyzes and provides recommendations on the financial and debt service issues that affect County government.

(c) To assure communication and teamwork, each year the County Commission shall select from among its members one commissioner to serve as liaison to each functional group. The Commission liaison shall be selected from a Commission member who is not a Commission officer (Chair or Vice Chair).

(d) Each Commission liaison to the functional group shall provide the staff and other agency representatives with the general perspective of the County Commission on issues considered by the functional group. Commission liaisons participate as full members of the functional group and as representative elected officials as to the concerns, need for information or timeliness of issues and recommendations of the functional group. It is expressly not the role of the Commission liaison to direct county staff at these meetings, or to control the agenda of functional group discussions.

36: Suspension of Rules. Temporary suspension of these rules shall permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted. These Rules of Procedure may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. After adopting a motion to suspend the Rules, the Commission may take action on an item even though that item is not on an agenda.

37: Construction of Rules. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.

Attachment 1
GUIDELINES FOR BOARDS & COMMITTEES

1. Designation, Length of Service: Boards and committees are to be designated as standing or special.

   A sunset date will be specified for special committees. The staff liaison for each special committee shall notify the members of the special committee at least 90 days before the committee's sunset date. Term length for serving on any standing board or committee will be a minimum of two years unless otherwise specified (e.g. State Statute may require term lengths of less than two years).

2. Transition Between Members: Board or committee by-laws will include language which provides for members whose terms have expired to continue serving until the appropriate appointments are made.

3. Alternate Members: All boards and committees shall have at least one alternate member. The attendance requirement detailed herein applies to alternate members. An alternate member shall serve in place of an absent member, and shall have all rights and responsibilities of the absent member, including the right to vote.

4. Attendance:

   a. Any board or committee member whose attendance is less than 50% of the last six (6) consecutive meetings will automatically be removed from the board or committee.

   b. Staff liaisons shall report attendance monthly to the Board and Committee Coordinator. The Coordinator will prepare a monthly report to the Commission of attendance violations. The Coordinator will prepare a letter notifying attendance policy violators of their dismissal and will submit the letters to the Commission Chair for signature.

   c. The board or committee liaison will provide written notice of attendance violations to the County Commission Chair. If a board or committee member from another elected body has low attendance, the Board Coordinator shall notify the chief elected official of the elected body and the County Commission Chair of the low attendance.

   d. When a quorum is not present at an announced meeting of a board or committee, the board or committee shall meet in a workshop setting, record attendance, and furnish minutes.

5. Workplans/Accomplishments Reports:

   a. The staff liaison for each board and committee shall coordinate the submission of workplans, accomplishment reports or other communications to the County Commission. The details associated with the workplans will be dependent upon the mission of the board or committee.

   b. Workplans should be submitted to the Advisory Board Coordinator on or before October 1 of each year.

   c. Report of accomplishments should also be submitted to the Advisory Board Coordinator on or before October 1 of each year.

d. Workplans and accomplishments will be forwarded to the County Commission by the Advisory Board Coordinator before October 8 of each year.

e. Verbal presentations on workplans/report of accomplishments are optional. If presentations are given, these should be scheduled on the County Commission's agenda, coinciding with the submission date (i.e. October 1) for the written documents.

6. Removal of Members For Cause: Any board or committee member may be removed for good cause by the County Commission after consideration of the issue at a County Commission meeting. A removal for good cause shall be based on the failure of the board member to adhere to and/or enforce the Alachua County Code of Ordinances while performing his or her duties as a board or committee member.

7. Elections of Officers:

   a. All board and committee officers (i.e. Chair, Vice-chair, etc.) shall be elected by the membership of the board or committee.

   b. Officers shall be elected on October 1 of each fiscal year or as soon thereafter as practicable.

   c. Alternate members are not eligible to serve as board or committee officers.

8. Meeting Frequency:

   a. At a minimum, all boards and committees shall meet once per year.

   b. The names of those boards or committees that do not meet this minimum requirement shall be submitted to the County Manager's Office.

   c. Recommendations to dissolve boards or committees or other recommended action will be submitted to the County Commission for consideration.

   d. The Housing Finance Authority shall be exempted from this guideline.

9. Parliamentary Procedure: As appropriate, the most recent edition of the Standard Code of Parliamentary Procedure (Alice Sturgis) shall be the rules of the boards and committees, so long as they do not conflict with ordinances, statutes, these rules, or the Alachua County Charter.

10. Open to the Public: All board and committee meetings shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S. Regular committee meetings will be conducted in a publicly owned or controlled building. Special meetings and any subcommittee meetings will also be conducted in publicly owned or controlled buildings. All meetings will be held in a building that is open to the public.

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 2011-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING THE BOARD'S RULES OF PROCEDURE; PROVIDING FOR REPEAL OF ALL PRIOR RESOLUTIONS PROVIDING RULES OF PROCEDURE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Alachua County Board of County Commissioners (Board) believes that a set of Rules of Procedure should be utilized to facilitate the efficient transaction of the public's business; and

WHEREAS, the Board's rules of procedure provide guidelines for the conduct of its meetings; and

WHEREAS, the Board desires to amend and restate its Rules of Procedure by repealing prior rules of procedure and adopting an amended and restated set of Rules of Procedure;

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

Section 1. That Exhibit A, titled, *Alachua County Board of County Commissioners Rules of Procedure,* shall constitute the rules of procedure that govern the Board's transaction of public business.

Section 2. That any resolution in conflict with the rules of procedure established by this resolution is hereby repealed.

Section 3. That this resolution shall take effect on June 1, 2011.

DULY ADOPTED in regular session, this ___ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

ATTEST:

By:_____
Lee Pinkoson, Chair

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 2011-51

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING THE BOARD'S RULES OF PROCEDURE; PROVIDING FOR REPEAL OF ALL PRIOR RESOLUTIONS PROVIDING RULES OF PROCEDURE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Alachua County Board of County Commissioners (Board) believes that a set of Rules of Procedure should be utilized to facilitate the efficient transaction of the public's business; and

WHEREAS, the Board's rules of procedure provide guidelines for the conduct of its meetings; and

WHEREAS, the Board desires to amend and restate its Rules of Procedure by repealing prior rules of procedure and adopting an amended and restated set of Rules of Procedure;

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

Section 1. That Exhibit A, titled, *Alachua County Board of County Commissioners Rules of Procedure*, shall constitute the rules of procedure that govern the Board's transaction of public business.

Section 2. That any resolution in conflict with the rules of procedure established by this resolution is hereby repealed.

Section 3. That this resolution shall take effect on June 1, 2011.

DULY ADOPTED in regular session, this 25th day of May, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS



RULES OF PROCEDURE

Approved by Reso #2011-51 on 5/24/2011

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1.	Guidelines for Citizens Advisory Boards and Committees	

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SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

1: Commission Meetings -Open to the Public. All meetings of the Alachua County Commission, and of committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S.

(a) The exception shall be those meetings statutorily exempt, such as collective bargaining sessions with the County Manager - Section 447.605(1), F.S.; meetings regarding risk management claims - Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Commission shall follow all statutory requirements for exempt meetings.

(b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. In those instances, the Commission may make other rooms available for those who desire to participate in the meeting.

(c) Regular meetings of the Commission will be conducted in a publicly owned or controlled building. Special meetings will also be conducted in publicly owned or controlled buildings. All meetings will be held in a building that is open to the public.

(d) For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms. Other signs, placards, or banners shall not disrupt meetings or interfere with a person's ability to observe the meeting.

(e) All persons with disabilities shall be provided the assistance that is necessary to enable them to effectively participate in Commission meetings.

2: Appearance Before the Commission. Persons desiring to address the Commission on a matter pending before it, or which needs the attention of the Commission, may do so upon recognition and introduction by the Chair. To ensure that everyone has a fair opportunity to participate, these procedures will be followed:

(a) After being recognized, the person should:

- step up to the speaker's rostrum and give her/his name;
- unless further time is granted by the Chair, limit the comments to five minutes;
- address all remarks to the Commission as a body, and not a member thereof; and
- make comments and present documents to the Commission and the Commission's Clerk.
- Speakers should make comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless granted permission by the Chair.

(b) The Commission may discuss the matter, assign it to a committee, refer it to the manager and/or attorney for review and comment, question the speaker and/or take other appropriate action.

(c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.

Speakers should refrain from disruptive conduct.

(d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking who has been properly recognized by the Chair.

(e) If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal pursuant to Rule 19 Sergeant-at-Arms.

(f) Prior to the beginning of a meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their names, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so.

(g) The Chair, subject to concurrence of the majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

(h) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute will not be entertained as a part of Citizen Comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

3: <u>Public Comments and Inquiries</u>. Persons may address the Commission on items not on the agenda during the Public Comment periods. The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is legislative or administrative in nature and then:

(a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the

Attorney and/or Manager for review and recommendation, or may take other action it deems appropriate.

(b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Manager, the Chair should then refer the complaint directly to the County Manager for her/his review, if said complaint has not been so reviewed. The Commission may direct that the County Manager report to the Commission when her/his review is completed.

(c) The Chair may also assign to a Commissioner issues that require additional examination. If so assigned, the Commissioner shall provide a report to the Commission when the examination is complete.

4: Commission Meetings - Regular. Regular meetings of the Alachua County Commission are normally conducted at 9:00 a.m. on the second and fourth Tuesdays of the month in the Jack Durrance Auditorium - Room 209, County Administration Building, 12 SE First Street, Gainesville, Florida.

(a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.

5: Commission Meetings - Special. Any Commissioner, the County Manager, or the County Attorney may call a special meeting.

(a) The notice for a special meeting shall be in writing and shall contain the date, time and place of the meeting. The notice of a special meeting shall be posted at a designated area on the second floor of the County Administration Building. The date, time and place of the special meeting will be added to the meetings list. Special meetings may be held upon no less than twenty-four (24) hours notice.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Manager and the County Attorney shall be given 24 hours prior notice of the special meeting. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) Twenty-four hours prior notice of the special meeting shall be provided to the business office of each local media organization that has on file a written request for notice of special meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Special meetings may be scheduled on days or evenings in addition to the second and fourth Tuesday of the month.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. Public comment shall be allowed on items on the agenda, but there will not be a separate public comment period included on the agenda.

(f) If there is no longer a need for a special meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

6: <u>Commission Meetings - Emergency</u>. Any one Commissioner, the County Manager, or the County Attorney may call, orally or in writing, an emergency meeting.

(a) The call for an emergency meeting shall contain the date, time, and place of the meeting. The date, time and place of the emergency meeting will be added to the Meetings List. Emergency meetings may be held, when practicable, upon the most reasonable notice allowable under the circumstances. Twenty-four (24) hours notice shall normally be provided for emergency meetings.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Manager and the County Attorney shall be given the most reasonable notice allowable under the circumstances. Such notice shall be provided by any reasonable means, including telephone, email, or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) The most reasonable notice allowable under the circumstances of the emergency meeting shall be provided to the business office of each local media organization that has on file a written request for notice of emergency meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Emergency meetings may be scheduled on days or evenings in addition to the second and fourth Tuesday of the month.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. Although the Board of County Commissioners will normally only consider items listed on the agenda, the Board may add additional items to the agenda at the beginning of the meeting when the item added is related to the emergency. Public comment shall be allowed on items on the agenda, but there will not be a separate public comment period included on the agenda.

(f) If there is no longer a need for an emergency meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

7: Informal Commission Meetings - Workshops, Retreats. The Chair, Commission, or County Manager may schedule informal meetings, workshops, or retreats. Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be made by County Commission staff. Agendas shall be required for workshops and retreats. No agenda shall be required for informal meetings. The Board shall use informal meetings to conduct discussions of matters of county concern in a meeting that complies with the requirements of the Florida Government-in-the-Sunshine Law. The County Commission may not adopt motions or take final action at informal meetings. The County Commission shall not suspend its Rules pursuant to Rule 35, herein in order to take action at an informal meeting.

8: Oath Ceremony Meeting.

The Board of County Commissioners may conduct a meeting to provide for the formal administration of the oath of office to newly elected and reelected county commissioners. This meeting should be conducted at or near the second Tuesday following the Tuesday of the General Election in November. The following guidelines will apply to the meeting:

(a) The Clerk of the Commission will call the meeting to order.

(b) The Clerk will recognize a member of the clergy to provide an invocation.

(c) The Clerk will lead the pledge of allegiance.

(d) The Clerk will ask the Board to approve the agenda.

(e) A person authorized to administer oaths under Florida law will administer the oath of office to the newly elected and reelected county commissioners.

(f) The Clerk will conduct an election of officers of the Board of County Commissioners for the following year. The Board will elect a Chair and Vice-Chair of the Commission.

(g) Commissioners may make remarks in the following order:

(1) Reelected county commissioners.
(2) Newly elected county commissioners.
(3) Remarks by other county commissioners.

(h) The meeting will generally be limited to ceremonial items. All commissioners should limit their comments to items that relate to the ceremonial nature of the oath ceremony meeting.

9: Public Hearings; Time; Location.

Public hearings shall be held on the second and (if necessary) fourth Tuesday of the month, and are normally conducted at 5:00 p.m. Unless advertised otherwise, public hearings are conducted in the Jack Durrance Auditorium, 12 SE First Street in Gainesville, Florida.

The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. However, by vote (of a majority plus one pursuant to Subsection 125.66(4)(b)(1), F.S.), the County Commission may conduct public hearings for those applications identified in this subsection -- usually required after 5:00 p.m. -- at another time of day. Public hearings may be continued from a prior meeting, or scheduled on days or evenings in addition to the second and fourth Tuesday of each month.

Prior to the beginning of any meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so. The Chair, subject to concurrence of a majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

10: <u>Public Hearing; Procedures</u>.

(a) General Public Hearings

The procedures to be followed for public hearings are, generally, as follows:

(1) The County Manager designee should describe the agenda item to be considered, and provide the staff recommendation. The Chair should then inquire as to whether any Commissioners have questions for administration. After Commissioners' questions are answered, the Chair inquires whether any Commissioner wishes to put forth a motion. Whether or not a motion and second are made, the Chair opens the public hearing.

(2) Following public comment (if any), the Chair closes the public hearing and inquires if any Commissioner wishes to put forth a motion. Following the motion and its second, discussion occurs among Commissioners.

(3) The Chair inquires if there is any further discussion by the Commissioners and any final comments or recommendations from administration. The Chair shall entertain comments from the public about the motion on the floor. The presiding officer restates the motion.

(4) The Chair inquires of the Commissioners as to whether they are ready for the question and restates the vote.

(b) Quasi-Judicial Hearings

The procedures to be followed for quasi-judicial hearings are generally as follows:

(1) Prior to the commencement of quasi-judicial hearings, the Commission will either recess for broadcast of the quasi-judicial videotape or the County Attorney will provide the public with an explanation of "quasi-judicial" proceedings and shall read the following statement:

"All persons wishing to participate and speak will be sworn in prior to speaking during this proceeding. All persons have the right, through the Chair, to ask questions of staff or other speakers, to seek clarification of comments made by staff or other speakers and respond to comments or presentations of staff or other speakers. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceedings and official minutes."

"While we welcome comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony."

(2) After reading the statement, the deputy clerk will make the following inquiry of the County Commissioners:

"Has any Commissioner received any oral or written communications regarding the zoning items? If so, please disclose the substance of the communication and identify the person making the communication."

Disclosure made must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication.

(3) The Deputy Clerk shall administer the affirmation to all persons who desire to speak at quasi-judicial proceedings before the County Commission

(4) A "summary" agenda document may be used for zoning items. Items that have unanimous staff and Planning Commission recommendation for approval, and no opposition received from the public prior to the meeting, may be scheduled on the summary agenda. The commission will consider the summary agenda at the beginning of the meeting.

(5) The County Manager designee shall describe the quasi-judicial item to be considered and make a presentation pertaining to the item. The Chair shall then inquire as to whether any Commissioner has questions for the staff members who made the presentation. After the Commissioners' questions are answered, the Chair will ask if any of the parties to the proceeding have any questions of staff members who made presentations.

(6) The zoning applicant or his/her representative will make a presentation pertaining to the application. The Chair will once again inquire as to whether Commissioners and then parties to the proceeding have questions of the applicant and the applicant's representatives.

(7) The Chair will next ask if any members in the audience wish to present testimony. At the conclusion of the testimony, the Chair will ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness.

(8) There will be an opportunity for applicant rebuttal and staff closing comments.

(9) The Chair will then inquire of the Commissioners as to whether they are prepared to vote to address the application before them.

(c) Ex-parte Communications

Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any commissioner the merits of any matter that the County Commission may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.

(1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a zoning decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

(2) A County Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Commission (such as a zoning decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.

(3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the

investigation, site visit or expert opinion is made a part of the record before final action on the matter.

(4) Persons who have opinions contrary to those expressed in an ex-parte communication shall be given a reasonable opportunity to refute or respond to the communication.

11: Public Records; Inspection; Duplication. Pursuant to Chapter 119, F.S., all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email messages, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business by any agency, are public records. A public record (including information stored in computers) is open to public inspection and duplication, unless exempted by law.

(a) If the purpose of a document prepared in connection with the official business of the agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of an agency.

(b) Requests for copies of public information (including the Chair's mail and videotapes of County Commission meetings and workshops) should be made through the County Manager's office. The cost shall be as established by the County Commission.

(c) Any and every media conference officially sponsored by Alachua County Government will be open to all media representatives and to the general public. Press conferences will be conducted in a location that is publicly accessible.

12: Commission Mail; Circulation; Public Review and Duplication. All mail addressed to the Chair and the Commissioners, which is received pursuant to law or in connection with the transaction of official County business, is a public record (Chapter 119, F.S.). The public may review and duplicate these records via email.

(a) Each Commissioner will be provided a copy of the Chair's mail. The originals with attachments will remain in the Chair's mail file. Items of considerable length (such as petitions) will not be copied; instead, a memorandum will be distributed which announces the availability and location of the item in the office. Publications and lengthy agenda materials for other boards on which Commissioners serve will not be copied; only the agenda will be circulated.

(b) Each Commissioner will receive the original of items addressed to her/him. Mail with the words similar to "Personal", "Confidential" or "For the Addressee Only", shall be delivered unopened to the addressee.

(c) The Chair and Commissioners who receive individually-addressed mail will be responsible for replying; asking the County Manager to draft a response for their signature; or requesting that the item be agendaed for formal Commission consideration.

The County Manager shall be responsible for ensuring that mail addressed to the Chair or the Commission is properly answered or placed on an agenda.

13: <u>Advisory Boards/Committees</u>. The mission of advisory boards and committees shall be to examine various policy issues referred by the Commission, staff or as determined in the board or committee work plan. Committees shall provide guidance to the Commission in the development of policy recommendations, but shall not attempt to manage the administrative operations of the County or direct staff.

Advisory boards and committees may be created and dissolved by resolution, ordinance or other act adopted by the Commission. Committee members are appointed by the Commission after advertising vacancies. All members shall serve at the pleasure of the Commission.

(a) The County Manager's office shall provide to the chair of each advisory board or committee and appropriate department director copies of all resolutions or ordinances which pertain to that committee. Such information shall be delivered to the committee chair within one (1) week after adoption by the Commission, or as soon thereafter as possible.

(b) Appointment to advisory boards shall be by voice vote during a regular Commission meeting. Priority shall be given to applicants from Alachua County. All members serve at the pleasure of the Commission.

(c) All Commission advisory boards, commissions and other bodies shall meet in public buildings.

(d) All statutory boards, commissions and advisory bodies shall publish minutes taken at each meeting on the County's advisory board web site. Communications to the Commission from such boards, commissions and bodies shall be received in the mail of the Advisory Board Coordinator and provided by email to the Commission, where practicable.

All Chairpersons of advisory boards/committees are encouraged to provide updates to the County Commission at its regularly scheduled business meetings/public hearings. All requests for presentations shall be submitted to the Office of the County Manager.

(e) Members appointed to advisory boards and committees should generally serve a maximum of two (2) terms. The Board of County Commissioners may make exceptions to this general policy on a case-by-case basis (1) when no person applies for a vacant position; (2) when necessary to preserve the stability of a board or committee; (3) when necessary to retain a particular appointee because of his or her special knowledge and expertise; or (4) for such other reasons or circumstances as the Board deems appropriate. When filling a vacancy for an unexpired term, an appointee who serves more than half a term in office is considered to have served a full term. When filling a vacancy for an

unexpired term of less than one year, the appointment shall be for the unexpired term and one full term, when applicable.

(f) Employees may serve on advisory boards/committees.

(g) Appointees' personal and business affairs conducted within Alachua County must be in substantial compliance with all County regulatory and taxing authorities' rules and regulations. Appointees deemed to be in chronic violation of any County rule, regulation, or policy may be disallowed from membership on advisory boards or committees by a majority vote of the Commission.

(h) Advisory boards and committees are required to adhere to the "Guidelines for Citizen Advisory Boards & Committees" as approved by the County Commission. These guidelines are incorporated herein as Attachment 1.

SECTION II - PREPARATION OF AGENDA; ORDER OF BUSINESS

14: Preparation of Agenda. The County Manager shall prepare the agenda according to a policy guide developed by the County Manager and confirmed by the Commission. The Chair, any Commissioner or Constitutional Officer, the County Manager, or the County Attorney may place an item on the agenda. The County Manager will provide the tentative agenda to Commissioners two weeks prior to a regular meeting. The Chair and County Manager will meet to discuss each agenda.

(a) The Chair, any Commissioner or Constitutional Officer, the County Manager, or the County Attorney may request that an item be scheduled for a time certain. Persons requesting an item be scheduled for a time certain shall submit the request to the Agenda Office no later than Tuesday one week prior to the meeting.

Presentations on time certain items will normally not exceed thirty (30) minutes in length.

(b) The Chair, any Commissioner or Constitutional Officer, the County Manager, or the County Attorney may schedule an item for a time certain that recognizes County employees or citizens. These recognitions will generally honor individuals, teams, or organizations for activities or actions that benefit Alachua County. Recognition presentations will not exceed fifteen (15) minutes.

(c) Time certain items that may exceed the thirty (30) minute time limit set forth herein will be scheduled for the afternoon portion of the meeting.

15: Agenda Material. A copy of the agenda and supporting materials shall be prepared for Commissioners, the public and the media before 5:00 p.m. on the Thursday prior to the regular Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, shall be available for review in the County Manager's office.

(a) Each Commissioner should carefully review the Consent Agenda to determine whether there is any item he or she wishes to have placed on the Regular Agenda. Commissioners are encouraged to notify the County Manager or the Agenda Coordinator of requested changes to the agenda before the day of the meeting. A commissioner may request that any item be removed from the Consent Agenda and placed on the Regular Agenda at any time before the adoption of the agenda at a county commission meeting.

16: Meeting; Order of Business. The business of all regular meetings of the Commission should be transacted as follows - provided, however that the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the agenda to more expeditiously conduct the business before the Commission:

- Invocation and Pledge of Allegiance

  The Commission may maintain a clergy rotational roster, which may be used to rotate among local clergy the invocation at the regular meetings. Members of the Commission may also be designated to present the invocation. The Chair shall lead the pledge.

- Presentation of Amendments to the Agenda

  An amendment to the agenda is an emergency addition to the regular or consent agenda and consists of items which are submitted for agenda consideration after the established deadline. Examples of such items include grant applications. Amendments will be prepared only when warranted. Amendments and supporting material shall be made available to the Commission and the public no later than 4:00 p.m. on the Monday before the regular meeting. All amendments shall be shown in italics (additions) or strike-throughs (deletions or moved items).

- Approval of the Regular, Consent and Public Hearing Agenda

  Except for items advertised for public hearings, items may be added to, or removed from, the agenda. Agenda items may be reordered. Authorization to advertise ordinances may be placed on the consent agenda.

  A motion to approve the agenda:

  (a) approves any amendments to the Regular and Consent Agenda;
  (b) adopts the Regular Agenda; and
  (c) approves all items on the Consent Agenda.

  Prior to a vote on the motion to adopt the Agenda, the Chair shall inquire if any Commissioner wishes any other items to be withdrawn from the Consent Agenda. If any matter is withdrawn by any member of the Commission, the Chair shall place the item at an appropriate place on the agenda for the current or a future meeting.

- Time Certain Items

  A. Public Comments 9:30 a.m. - Forty-five minutes will be allotted for comments. Fifteen minutes will also be allotted at the end of each meeting. Persons who did not speak during the first public comment period will have the opportunity to do so.

     Any person may address the Commission under this agenda section. The County Commission shall not take *final* action at the same meeting on items addressed under this section unless the County Commission waives its Rules of Procedure.

B. Proclamations at 5:30 p.m. Proclamations may also be read at any time during the meeting. Any person may request that the Chair present a proclamation. The Board will not approve the proclamation. The Chair may read proclamations at 5:30 p.m. in the Jack Durrance Auditorium.

C. Public Comments at 5:30 p.m. (30 minutes)

D. Public Hearings at 5:00 p.m.

E. Public Comments (at the conclusion of the evening meeting agenda)

F. Commission approval is required prior to the scheduling of any agenda item other than those listed above for a time certain.

- Appointments to Advisory Boards and Committees
- Committee Reports
- Constitutional Officers/Other Governmental Units
- County Attorney
- County Manager
- Public Comments
- Commission Comments
- Any items not listed on the printed agenda, for which a Commissioner will request Commission action, should be in writing, and should be provided to the Commission, the Clerk and the public at the beginning of the meeting. The exceptions are items of an emergency nature.
- Adjourn

No meeting should be permitted to continue beyond midnight without the approval of a majority of the Commission. A new time limit must be established before taking a Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by Commission vote prior to midnight, the items not acted on are to be continued to a designated time on the following day, unless State law requires hearing at a different time or unless the Commission, by a majority vote of members present, determines otherwise.

17: Quorum. A quorum of the Commission to adopt motions and take action consists of three (3) Commissioners. Once a quorum has been established, a majority of Commissioners present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5ths) of the Commission is required for approval of an item (e.g. consideration of emergency ordinances, gas tax and proposals to amend the Charter).

18: Required Attendance of Officials. In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: Clerk of the Court, County Manager, County Attorney, or their designees. A representative of the Alachua County Sheriff's Office shall be present to provide security and assistance in maintaining order.

19: Clerk of the Commission; Parliamentarian; Minutes. The Clerk of the Court, or the Deputy Clerk, serves as parliamentarian, and advises the Chair as to correct rules of procedure or questions of specific rule application. The parliamentarian calls to the attention of the Chair any error in the proceedings that may affect the substantive rights of any member, or may otherwise do harm. Pursuant to the agenda, the Clerk shall announce the business that shall come before the Commission.

(a) The Clerk of the Court shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting. The draft minutes are reviewed by a Commissioner designated by the Chair. The Clerk shall provide corrected copies of the final minutes to each Commissioner for their reading.

(b) The Clerk notifies the County Manager's office to place the minutes on the agenda for approval by the Commission. Such minutes stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. In such event, an appropriate correction is made.

(c) The Clerk shall be responsible for recording County Commission workshops. Preparation of workshop minutes is the responsibility of County Commission staff.

(d) Upon request, the County Manager may ask that the Clerk provide any Commissioner with transcribed excerpts of tapes of Commission meetings.

20: Sergeant at Arms. The County Manager, or her/his designee, shall be sergeant-at-arms of the Commission meetings. The Alachua County Sheriff's Office is authorized to assist the County Manager in performing this duty. The County Manager shall carry out all orders and instructions given by the County Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:

(a) If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that their time to address the Commission has expired and the Chair will direct the individual to leave the podium.

(b) If an individual causes disruption in the Commission meeting site, the Chair will inform the individual causing the disruption to cease the disruptive activity.

(c) If the disruption fails to stop:

(1) The Chair will inform the individual causing the disruption that their actions are contrary to the orderly function of the meeting and that the individual is to cease such action or the Sergeant-at-Arms (County Manager/designee) will be instructed to remove the individual from the meeting site.

(2) The Chair will direct the individual to leave the meeting site. The Chair will inform the individual that, if s/he is directed to leave and fails to do so, the individual will be subject to arrest for trespass.

(3) If the disruption fails to cease, the Chair shall be authorized to take final action and read the following: "As the Commission Chair, I inform you that your actions are inconsistent with the orderly function of this meeting and you have failed to comply with the lawful order of the Chair. I am instructing the Sergeant-at-Arms (County Manager/designee) to have you removed from this meeting site, and if deemed necessary by the Sergeant-at-Arms, to remove you from this building."

21: Rules of Order and Debate. Every Commission member desiring to speak should address the Commission Chair and, upon recognition by the Chair, should be confined to the question under debate.

(a) The maker of a motion shall be entitled to the floor first for debate.

(b) A member once recognized should not be interrupted when speaking unless to call said member to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member will be at liberty to proceed.

(c) If the Commission Chair wishes to put forth or second a motion, s/he shall relinquish the chair to (1), the Vice Chair, (2), the senior Commission member (if the Vice Chair is absent), (3) another Commission member who has remained impartial or (4), the Clerk, until the main motion on which the presiding officer spoke has been disposed.

(d) The most recent edition of the Standard Code of Parliamentary Procedure (Alice Sturgis) shall be the rules of the Commission, so long as they do not conflict with ordinances, statutes, these rules, or the Alachua County Charter.

22: Voting. The votes during all Commission meetings should be transacted as follows:

(a) In order to expedite business, the Chair shall determine whether to call for the vote by voice or electronic voting equipment. At the request of any Commissioner, a roll call

vote shall be taken by the Clerk. The roll call vote may be determined in alphabetical order, with the Chair voting last.

(b) When the Chair calls for a vote on a motion, every member, who was in the Commission chambers must give their vote, unless the member has publicly stated that s/he is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143 or Section 286.011, Florida Statutes. If any Commissioner declines to vote "aye" or "nay" by voice, his or her vote shall be counted as an "aye" vote.

(c) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote. In case of a tie in votes on any proposal, the proposal shall be considered lost.

(d) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.

(e) If a motion is not carried by at least a majority of Commissioners present, the proposal shall be considered lost.

23: Conflict of Interest as Specified in 112.3143 or Section 286.011, Florida Statutes. No Commissioner shall vote in her/his official capacity on a matter which would inure to his/her special private gain, or which the Commissioner knows would inure to the special private gain of any principal by whom s/he is retained, of the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or of a business associate. Each Commissioner shall, prior to the vote being taken, publicly state the nature of the Commissioner's interest in the matter from which he or she is abstaining from voting. Within fifteen (15) days following that Commission meeting, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of her/his interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting.

24: Ordinances. An enacted ordinance is a legislative act which prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the county. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.

(a) Emergency Ordinances. By vote of one more than the majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(3), F.S.

25: Resolutions. Generally, an enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Commission action shall be taken by resolution when required by law, and in those instances where an

expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced.

26: Proclamations. Generally, an enacted proclamation is an informal statement of the Commission's position on an event, issue, or matter that is of concern to the Commission. Proclamations may also be used to recognize citizen or organization accomplishments. The Chair may, upon request, approve a proclamation that addresses matters of substantial concern within the County. At the request of any Commissioner, a proposed proclamation shall be presented to the Board as a resolution.

27: Motions. An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the county. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.

Before a motion has been stated by the Chair, its proposer may change or withdraw it without the Commission's permission, and any member or the Chair may request that the maker withdraw it. Once the motion has received a second and has been stated by the Chair, the Commission must vote on the motion.

28: Reconsideration of Action Previously Taken. A motion to reconsider enables the Commission to set aside a vote on a main motion taken at the same meeting, and to consider that motion again as though no vote had been taken on it.

(a) A motion to reconsider shall be allowed at any time by any Commissioner during a meeting, except when a motion on some other subject is pending. No motion by any Commissioner to reconsider shall be made more than once on any subject at the same meeting.

(b) Upon passage of a motion to reconsider, no substantive action on the matter may be taken until a subsequent meeting so that the public and media may be on notice of the matter to be reconsidered. The subject matter shall be scheduled for the next regular Commission meeting for any action the Commission deems advisable.

29: Rescinding Action Previously Taken. Commission action may be rescinded by a 4/5ths vote. After a motion to reconsider has been adopted by a majority vote, any Commissioner may, at the next regular Commission meeting, move to rescind action previously taken.

SECTION III - GENERAL PROVISIONS

30: Newly-Elected Commissioners. The term of County Commissioners elected to office shall commence on the second Tuesday following the general election as specified in Florida Statutes Section 100.041. Each County Commissioner shall take the oath of office before performing the duties of a County Commissioner.

A swearing-in ceremony for newly-elected commissioners will be coordinated by the County Manager. The County Manager shall provide an orientation program.

31: Election of Chair and Vice-Chair. The Clerk shall preside over the election of officers. Procedures for electing officers are as follows:

(a) On the second Tuesday of November each year, or as soon thereafter as practicable, the Commission elects a Chairperson from among its members. The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.

(b) In conjunction with the above election, a Vice-Chair is also elected in a like manner. The Vice-Chair continues to have all the rights, privileges and immunities of a member of the Commission.

(c) In case of the absence or temporary disability of the Chair, the Vice-Chair serves as Chair during the absence. In case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, selected by members of the Commission, serves during the continuance of the absences or disabilities.

32: Commission Chair; Presiding Officer. The Presiding Officer (the Chair) presides at all meetings of the Commission, and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon her/him as Chair, s/he continues to have all the rights, privileges and immunities of a member of the Commission. The Chair's responsibilities include:

(a) Call the meeting to order;

(b) Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by her/him, and s/he declares all votes;

(c) Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;

(d) Expedite business in every way compatible with the rights of members;

(e) Remain objective. The Chair has the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while presiding. The Chair should have nothing to say on the merits of pending questions until the Commissioners and citizens have fully debated the question. On certain occasions -- which should be extremely rare -- the Chair may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs the duty to preside at that time. If the Chair wishes to place a motion, the gavel must be relinquished.

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

(1) Vice Chair;
(2) Other Commissioners based upon seniority;
(3) Another Commission member who has remained impartial;
(4) Clerk to the County Commission;

The presiding officer who relinquished the chair should not return to it until the pending main question has been disposed of, since s/he has expressed partisanship as far as that particular matter is concerned.

(f) Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;

(g) When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings.

(h) Assign Commissioner's seats in the commission chambers.

(i) For time-sensitive matters only, send letters to the Alachua County State and Federal Legislative Delegations and other government officials in support of Alachua County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.

33: <u>Legislative Program and Communication with Lobbyists</u>. Each year, prior to the Legislative Session, the County Manager shall submit to the Commission a proposed legislative program for the State Legislature and the Federal Government. This program shall be based on legislative concerns submitted by Alachua County and its member municipalities. The County will coordinate with the Florida League of Cities and the Florida Association of Counties, as is appropriate, to protect the interests of Alachua County in the legislative process.

(a) The final State and Federal Legislative Program will be approved at a County Commission meeting. Copies of the approved Legislative Program shall be submitted to the appropriate Legislative Delegation in order to seek favorable legislation and

appropriations to further the goals of Alachua County. The Legislative Program and lobbying efforts should be developed to coordinate and leverage federal and state appropriations.

(b) As deemed necessary by the County Commission, the County Manager may solicit and obtain the services of professional lobbyists to gain approval or favorable consideration of issues within the Legislative Program, or to intercede on behalf of Alachua County before governmental administrative agencies. The County Manager shall notify the County Commission when such services are to be rendered.

(c) Professional registered lobbyists or county staff members assigned to advance the County's Legislative Program shall meet all legal requirements of the State of Florida and conduct themselves ethically to eliminate any conflict of interest, as they represent the citizens of Alachua County. Firms or individuals lobbying on behalf of the County will use the approved Alachua County Legislative Program, including those issues submitted by municipalities and approved by the County Commission, as a guide for their activities. New issues shall be approved by the County Commission for inclusion in the adopted Legislative Program.

(d) In the event of emergency or in the changing climate of the legislative amendment process, the County Manager may (in consultation with the Chair of the County Commission) direct the County Lobbyist to take action on bills or amendments that would have a favorable impact on Alachua County. Such emergency authorizations will be reported to the County Commission in a timely manner. The County Manager may, at his discretion, assign county employees to the legislative tasks (including attendance in Tallahassee, or appearance before legislative or administrative bodies) to promote the Legislative Program.

34: <u>Commission Appointments to Boards and Committees</u>. Members of the County Commission serve on various boards and committees (e.g., Tourist Development Council, Regional Planning Council, etc.). Appointments are reviewed and made on the second Tuesday of November of each year or as soon thereafter as practicable.

(a) A listing of previous-year appointments will be disseminated to the County Commission in advance of the appropriate meeting so that each Commissioner can determine his/her interest in serving on various boards/committees.

(b) If there is no nominee or no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.

(c) Each committee shall call upon, advise with, and seek the recommendation of the County Manager's staff. Employees shall staff the various committees as directed by the County Manager. When the staff and committee's recommendations differ, both recommendations will be discussed at the appropriate regular Commission meeting.

(d) The County Manager is responsible for scheduling recommendations or reports on the Commission agenda in a timely manner. Reports will include minutes of the committee meeting and other supporting documentation.

35: <u>Functional Groups; Appointment of Commission Liaisons</u>. To improve performance in functional areas of county operations, the County Manager may establish collaborative workgroups and a regularly scheduled forum to bring together multiple departments. These functional groups are intended to foster teamwork and better communication in order to enhance program coordination, policy recommendations, and regulations governing county operations.

(a) Meetings of functional groups shall be regularly scheduled and properly noticed public meetings. The County Manager shall designate county staff to Chair each functional group. In order to assure timely communication of issues considered by each functional group, the agendas and functional group meeting minutes will be provided to all commissioners.

(b) Established functional groups include:

(1) The Administrative Services Group - shares internal organizational customers, handles organization-wide issues of human resources and training, risk management, organizational effectiveness, and technological infrastructure and protocols, all of which create an effective organization.

(2) The Community Services Group - examines outcomes and anticipates problems, or develops solutions to problems, in the provision of services to the community by governmental operations.

(3) The Community Planning Group - examines outcomes of County planning and development activities, and anticipates problems or develops solutions to enhance the community's natural and as-built environment.

(4) The Financial Planning Group – analyzes and provides recommendations on the financial and debt service issues that affect County government.

(c) To assure communication and teamwork, each year the County Commission shall select from among its members one commissioner to serve as liaison to each functional group. The Commission liaison shall be selected from a Commission member who is not a Commission officer (Chair or Vice Chair).

(d) Each Commission liaison to the functional group shall provide the staff and other agency representatives with the general perspective of the County Commission on issues considered by the functional group. Commission liaisons participate as full members of the functional group and as representative elected officials as to the concerns, need for information or timeliness of issues and recommendations of the functional group. It is expressly not the role of the Commission liaison to direct county staff at these meetings, or to control the agenda of functional group discussions.

36: Suspension of Rules. Temporary suspension of these rules shall permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted. These Rules of Procedure may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. After adopting a motion to suspend the Rules, the Commission may take action on an item even though that item is not on an agenda.

37: Construction of Rules. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.

Attachment 1
GUIDELINES FOR BOARDS & COMMITTEES

1. Designation, Length of Service: Boards and committees are to be designated as standing or special.

   A sunset date will be specified for special committees. The staff liaison for each special committee shall notify the members of the special committee at least 90 days before the committee's sunset date. Term length for serving on any standing board or committee will be a minimum of two years unless otherwise specified (e.g. State Statute may require term lengths of less than two years).

2. Transition Between Members: Board or committee by-laws will include language which provides for members whose terms have expired to continue serving until the appropriate appointments are made.

3. Alternate Members: All boards and committees shall have at least one alternate member. The attendance requirement detailed herein applies to alternate members. An alternate member shall serve in place of an absent member, and shall have all rights and responsibilities of the absent member, including the right to vote.

4. Attendance:

   a. Any board or committee member whose attendance is less than 50% of the last six (6) consecutive meetings will automatically be removed from the board or committee.

   b. Staff liaisons shall report attendance monthly to the Board and Committee Coordinator. The Coordinator will prepare a monthly report to the Commission of attendance violations. The Coordinator will prepare a letter notifying attendance policy violators of their dismissal and will submit the letters to the Commission Chair for signature.

   c. The board or committee liaison will provide written notice of attendance violations to the County Commission Chair. If a board or committee member from another elected body has low attendance, the Board Coordinator shall notify the chief elected official of the elected body and the County Commission Chair of the low attendance.

   d. When a quorum is not present at an announced meeting of a board or committee, the board or committee shall meet in a workshop setting, record attendance, and furnish minutes.

5. Workplans/Accomplishments Reports:

   a. The staff liaison for each board and committee shall coordinate the submission of workplans, accomplishment reports or other communications to the County Commission. The details associated with the workplans will be dependent upon the mission of the board or committee.

   b. Workplans should be submitted to the Advisory Board Coordinator on or before October 1 of each year.

   c. Report of accomplishments should also be submitted to the Advisory Board Coordinator on or before October 1 of each year.

d. Workplans and accomplishments will be forwarded to the County Commission by the Advisory Board Coordinator before October 8 of each year.

e. Verbal presentations on workplans/report of accomplishments are optional. If presentations are given, these should be scheduled on the County Commission's agenda, coinciding with the submission date (i.e. October 1) for the written documents.

6. Removal of Members For Cause: Any board or committee member may be removed for good cause by the County Commission after consideration of the issue at a County Commission meeting. A removal for good cause shall be based on the failure of the board member to adhere to and/or enforce the Alachua County Code of Ordinances while performing his or her duties as a board or committee member.

7. Elections of Officers:

a. All board and committee officers (i.e. Chair, Vice-chair, etc.) shall be elected by the membership of the board or committee.

b. Officers shall be elected on October 1 of each fiscal year or as soon thereafter as practicable.

c. Alternate members are not eligible to serve as board or committee officers.

8. Meeting Frequency:

a. At a minimum, all boards and committees shall meet once per year.

b. The names of those boards or committees that do not meet this minimum requirement shall be submitted to the County Manager's Office.

c. Recommendations to dissolve boards or committees or other recommended action will be submitted to the County Commission for consideration.

d. The Housing Finance Authority shall be exempted from this guideline.

9. Parliamentary Procedure: As appropriate, the most recent edition of the Standard Code of Parliamentary Procedure (Alice Sturgis) shall be the rules of the boards and committees, so long as they do not conflict with ordinances, statutes, these rules, or the Alachua County Charter.

10. Open to the Public: All board and committee meetings shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S. Regular committee meetings will be conducted in a publicly owned or controlled building. Special meetings and any subcommittee meetings will also be conducted in publicly owned or controlled buildings. All meetings will be held in a building that is open to the public.

May 24, 2011 Regular BoCC Meeting
Agenda Item #32

Title
Annual Self Funded Insurance Renewal (Amended)

Amount
$257,000.00

Description
Request Approval of the Annual Self Funded Health Insurance Renewal

Recommendation
Approve the Self Insurance Review Committees recommendation to offer a self funded health plan, Blue Options 3766, for FY12 at a 4.7 percent funded increase.

Alternative(s)
Reject the Self Insurance Review Committees recommendation to renew a self funded health insurance program for all county employees

Requested By
Wade F. Gillingham

Originating Department
Administrative Services, Risk Management

Attachment(s) Description
Recommended Blue Options 3766 plan design changes and rating structure Summary of Actuarial analysis

Documents Requiring Action
None

Executive Summary
Pursuent to County Ordinance 06-11, the Self Insurance Review Committee held a publicly noticed meeting on March 25th to consider renewal options to the County's FY11/12 Self Funded Health Insurance program. The committee voted 5-1, with the Alachua County Sheriff's Office abstaining, to recommend for Board consideratioin and approval the renewal of the Blue Cross Blue Sheild Program, Blue Options 3766, with committee approved plan changes and a 4.7% funding increase.

Background
Annually Risk Management presents health insurance renewal options for consideration to the County's Self Insurance Review Committee in accordance with County Ordinance 06-11. The Self Insurance Committee inturn will make a recommendation to the Board of County Commissions for consideration and approval. This year, several plan proposals were presented to committee for consideration which offered numerous benefit changes and cost options. After considerable deliberation, the committee voted to: Contiune our current Blue Cross Blue Shield Program, Blue Options 3766, with the following benefit changes and to increase funding for FY11/12 by 4.7% as recommended and supported by county's actualrial analysis - Amend current benefits by adding a $100 Rx deductible on all non-generic drugs Amend Rx Co-pays to $7 generic, $30 preferred name brand and $45 non preferred name brand Amend Emergency Room Co-pay to $100 per visit Amend Primary Physician Co-pay to $20 per visit and Specialist Co-pay to $40 per visit. Amend Physical Therapy and other In-Network Outpatient treatment Co-pay to $20 per visit

Issues
Continuation of Alachua County's employer sponsored self funded health insurance plan.

Fiscal Recommendation
$257,000 (BOCC) and $377,600 for all other Constitutional Offices and ACLD combined

Fiscal Alternative(s)
N/A

Funding Sources
Various

Account Code(s)
507

Attachment: Recommended Blue Options 3766 and Summary of actuarial analysis.pdf

HEALTH INS. PLAN CHANGES

AND

ESTIMATED COSTS BY ENTITY

(BASED ON LAST YEARS CENSES)

FOR FY11/12

Utilizing the "Aggressive Forecast" with plan changes expressed by the SIRC and reduced costs for Excess Coverage, the Total Funding increase for the County Offices (collectively) is forecast to be $634,652; or 4.7%.

Amended changes to our current plan are:

1) Add a $100 Rx deductible on NON-Generic prescriptions
2) Increase Non-Generic Rx co-pays to $30/45. Generic to remain at $7
3) Increase Office Visit co-pays to $20 for PCP and $40 for Specialists, Phy. Therapy and other In-Net Outpatient co-pays to remain at $25 per visit.
4) Increased Emergency Room co-pay to $100/visit

The by entity "employer only"

funding increase breakdown is:

Entity	Funding	New Monthly Prem.	ER Prem.	EE Prem.
BOCC (.405)	$257,035	Single $ 395.02	$335.76	$ 59.26
ACSO (.39)	247,514	Plus 1 $ 944.03	$660.78	$283.25
CLERK (.075)	47,599	Family $1,330.90	$931.63	$399.26
ACLD (.07)	44,426			
TAX (.03)	19,040			
PROPERTY (.025)	15,866			
SOE (.005)	3,173			
Total	$634,652			

Alachua County Board of County Commissioners
PY2012 Funding Analysis
Sample 3-Tier Rates, Aggressive

1. Aggressive Forecast - No Plan Changes

2012 Increase	
9.8%	All Plans

Oct 2010 - Sep 2011							Oct 2011 - Sep 2012							PY2011 Employee Contrib	Dollar Increase PY2012 vs. PY2011	Percent Increase PY2012 vs. PY2011
Current Plan	Tier	Enroll-ment	PY2011 Rates and Premium	PY2011 County Cost	PY2011 Employee Contrib	EE Contrib %	Sample Renewal Plan PY2012	Plan Relativity	Enroll-ment Scenario	PY2012 Projected Premium Rate	PY2012 Projected County Contributions	PY2012 Projected Employee Contributions	EE Contrib %			
BlueOptions 3766	EE	1,195	$377.43	$320.81	$56.62	15.0%	BlueOptions 3766	1.000	1,195	$414.42	$352.25	$62.17	15.0%	$ 56.62	$ 5.55	10%
	EE+1	444	$901.98	$631.35	$270.63	30.0%		1.000	444	$990.37	$693.22	$297.15	30.0%	$ 270.63	$ 26.52	10%
	EF	529	$1,271.62	$890.14	$381.48	30.0%		1.000	529	$1,396.24	$977.37	$418.87	30.0%	$ 381.48	$ 37.39	10%
	Total	2,168	$18,290,339	$13,614,857	$4,675,482	26%			2,168	$20,082,793	$14,949,113	$5,133,680	26%			
Total	Total	2,168	$ 18,290,339	$ 13,614,857	$ 4,675,482	26%			2,168	$ 20,082,793	$ 14,949,113	$ 5,133,680	26%			
				Split	74%	26%					Split	74%	26%			

	Total	ER	EE
Annual Cost Increase	$ 1,792,453	$ 1,334,256	$ 458,197

2. Aggressive Forecast - Amend Current Benefits by adding $100 Rx Ded on Non-Generic, 7/30/45 Rx Copay, $100 ER, $20 PCP, $40 Specialist, $20 PT and other In-Net Outpat.

Rate Change as per below	4.7%

Oct 2010 - Sep 2011							Oct 2011 - Sep 2012							PY2011 Employee Contrib	Dollar Increase PY2012 vs. PY2011	Percent Increase PY2012 vs. PY2011
Current Plan	Tier	Enroll-ment	PY2011 Rates and Premium	PY2011 County Cost	PY2011 Employee Contrib	EE Contrib %	Sample Renewal Plan PY2012	Plan Relativity	Enroll-ment Scenario	PY2012 Projected Premium Rate	PY2012 Projected County Contributions	PY2012 Projected Employee Contributions	EE Contrib %			
BlueOptions 3766	EE	1,195	$377.43	$320.81	$56.62	15.0%	Amended Current	0.953	1,195	$395.02	$335.76	$59.26	15.0%	$ 56.62	$ 2.64	5%
	EE+1	444	$901.98	$631.35	$270.63	30.0%		0.953	444	$944.03	$660.78	$283.25	30.0%	$ 270.63	$ 12.62	5%
	EF	529	$1,271.62	$890.14	$381.48	30.0%		0.953	529	$1,330.90	$931.63	$399.26	30.0%	$ 381.48	$ 17.78	5%
	Total	2,168	$18,290,339	$13,614,857	$4,675,482	26%			2,168	$19,142,938	$14,249,509	$4,893,429	26%			
	EE															
	EE+1															
	EF															
	Total															
Total	Total	2,168	$ 18,290,339	$ 13,614,857	$ 4,675,482	26%			2,168	$ 19,142,938	$ 14,249,509	$ 4,893,429	26%			
				Split	74%	26%					Split	74%	26%			

	Total	ER	EE
Annual Cost Increase	$ 852,598	$ 634,652	$ 217,946

May 24, 2011 Regular BoCC Meeting
Agenda Item #33

Title
W W Gay Fire and Integrated Systems, Inc.: Change Order 3 to Purchase Order 110197. (Amended)

Amount
$5,000.00

Description
Request Approval of the Finance Report and Change Order 3 to Purchase Order 110197, issued to W W Gay Fire and Integrated Systems, Inc., for work to be done at the Criminal Courthouse.

Recommendation
Approve Change Order 3 to Purchase Order 110197, issued to W W Gay Fire and Integrated Systems, Inc. for work to be done at the Criminal Courthouse.

Alternative(s)
That the Board reject the Finance Report and Change Order 3 to Purchase Order 110197.

Requested By
Charlie Jackson/Larry M. Sapp

Originating Department
Facilities Management/Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve the Finance Report and Change Order 3, to Purchase Order 110197, issued to W W Gay Fire & Integrated Systems, Inc., in the amount of $5,000.00 and authorize the Chair's signature.

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 3 will increase the Purchase Order by $5,000.00 for a new purchase order total of $61,000.00 Original PO Total : $45,000.00 Change Order 1 : $ 3,000.00 Change Order 2 : $ 8,000.00 Change Order # : $ 5,000.00New Revised Total: $61,000.00

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: 110197PO.pdf
Attachment: 110197FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

May 9, 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 #3, to Purchase Order #110197, issued to W W Gay Fire & Integrated Systems, Inc., for an increase of $5,000.00 for work to be done at the Criminal Courthouse. The new purchase order total is $61,000.00. 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 24th DAY OF May, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LS/mm

12 SE 1st Street, P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■ Tel. (352) 374-5202 ■ Fax (352) 491-4569
1-866-822-5106 (toll free) ■ Suncom 651-5202
Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 110197

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

** CONTINUED **

ORDER DATE	9/19/2010
REQ. NUMBER	
BID NUMBER	
BUYER	PRINCESS BROWN, C
ACCOUNT NO.	SEE BELOW
VENDOR NO.	7905800

CHANGE NO.: 3
DATE: 3/09/2011

VENDOR	SHIP TO
VENDOR I.D. # W W GAY FIRE & INTEGRATED SYS	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		10000.00
P/AB215/BO/11/FM/DENISE				
0000056033	3/08/2011	00118127124630		3000.00
CO/PO/11/FM/DD				
0000056111	3/30/2011	00118127124630		8000.00
CO/PO/11/FM/DD				
0000056205	5/04/2011	00118127124630		5000.00
CO/PO/11/FM/DD				

BILLING INSTRUCTIONS TO VENDOR:

1. PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 110197

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	9/19/2010
REQ. NUMBER	
BID NUMBER	
BUYER	PRINCESS BROWN,
ACCOUNT NO.	SEE BELOW
VENDOR NO.	7905800

CHANGE NO.: 3
DATE: 3/09/2011

VENDOR
VENDOR I.D. #
W W GAY FIRE & INTEGRATED SYS
SYSTEMS INC.
2500 NE 18TH TERRACE
GAINESVILLE FL 32609

SHIP TO
ALACHUA COUNTY
FACILITIES MANAGEMENT
105 SE 1ST AVENUE
SUITE 2B
GAINESVILLE FL 32601-6893

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
4			CO #3 TO INCREASE PO #110197 BY $5,000.00 FOR ADDITIONAL FIRE PROTECTION EQUIPMENT AND SUPPLIES	5000.00	NA	1.0000	5000.00
						TOTAL	61000.00

REMARKS:

ORIGINAL PO TOTAL: $45,000.00
CHANGE ORDER #1: $ 3,000.00
CHANGE ORDER #2: $ 8,000.00
CHANGE ORDER #3: $ 5,000.00
NEW REVISED TOTAL: $61,000.00

REQ. NO.	DATE	ACCOUNT NO.	PROJECT	AMOUNT
0000055081	7/23/2010	00118125194630		35000.00

P/AB215/BO/11/FM/DENISE

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

May 24, 2011 Regular BoCC Meeting
Agenda Item #34

Title
Development (Site) Plan Consistency Determination for Elementary School "H" (Amended)

Amount
N/A

Description
Request Approval of the Determination of consistency of the final development (site) plan for Elementary School "H," in the 11200 Block of N.W. 39th Avenue, with the Alachua County Comprehensive Plan and Unified Land Development Regulations.

Recommendation
The County Commission should make a written determination that the final development (site) plan for Elementary School "H" is consistent with the Comprehensive Plan and land development regulations, by approving the attached Development Review Committee (DRC) Staff Report.

Alternative(s)
N/A

Requested By
Steve Lachnicht, Director, 374-5249

Originating Department
Growth Management

Attachment(s) Description
1) DRC Staff Report, 2) Interlocal Agreement for Public School Facility Planning, 3) Section 1013.33, Florida Statutes

Documents Requiring Action
DRC Staff Report, containing consistency determination

Executive Summary
The Department of Growth Management requests that the County Commission make a written determination that the final development (site) plan for Elementary School "H" is consistent with the Comprehensive Plan and land development regulations, by approving the DRC Staff Report for the May 19, 2011 DRC meeting.

Background
The School Board plans to construct a new two-story elementary school on 18.05 acres in the 11200 Block of N.W. 39th Avenue. Section 1013.33, Florida Statutes, calls for coordination between the School Board and the County regarding the siting and construction of schools in the unincorporated area. Pursuant to the statute, and the associated Interlocal Agreement for Public School Facility Planning dated July 29, 2008, the County has responsibility for making determinations that proposed school sites and development (site) plans are consistent with the County's Comprehensive Plan and Unified Land Development Code (ULDC), and for approving the development (site) plans. The subject property was acquired by the School Board on June 30, 1991 and designated as a future elementary school site before the above statute became law, and therefore the County was not required or authorized to make a determination as to the siting of Elementary School "H." On March 14, 2011, the School Board submitted an application for final development plan approval for the elementary school. The DRC conducted a quasi-judicial

hearing on May 19, 2011, having considered evidence from staff, the applicant, and residents concerning site access, traffic, and other matters; determined that the application is consistent with the Comprehensive Plan and ULDC; and approved the final development plan with conditions that the School Board has accepted. Such decision is final and may only be appealed in accordance with Section 402.176, ULDC. Because the statute requires the "local governing body" to make a determination that the development (site) plan is consistent with the comprehensive plan and land development regulations, in an abundance of caution the County Commission is requested to make such a determination, even though a determination has already been made by the DRC pursuant to the delegation of authority in Section 401.17(a)(2), ULDC. The statute provides that the failure of the local governing body to make a determination of site plan consistency in writing within 90 days of receipt of the request and the necessary information shall be considered an approval of the school board's application.

Issues
Pursuant to FS 1013.33(12) the local governing body (Board of County Commissioners) that regulates the use of land shall determine whether a proposed educational facility is consistent with the local comprehensive plan and consistent with the local land development regulations.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: IA_PSFP.pdf
Attachment: FS_1013 33_12.pdf
Attachment: AC_Sch_H_SR.pdf

Alachua County
Development Review Committee
Staff Report

Project Number: 2010092201_P

Final Development Plan for Alachua County Public School – Elementary School "H"

SUBJECT: Alachua County School "H"

DESCRIPTION: Construction of a two-story, 95,000 square foot elementary school with associated infrastructure and open space.

AGENT/APPLICANT: Causseaux, Hewitt, and Walpole, Inc.

PROPERTY OWNER: School Board of Alachua County

PROPERTY DESCRIPTION:

Location: 11200 Block NW 39th Ave
Parcel Numbers: 04211-003-003
Section/Township/Range: 25/09/18
Land Use: Low Density Residential
Zoning: R-1b
Acreage: 18.03

CHRONOLOGY:

Preliminary Approved:	4/07/2011
Application Submitted:	3/14/2011
Insufficiency Report Sent:	4/05/2011
Application Resubmitted:	4/18/2011
Minor Comments Sent:	4/28/2011
Application Resubmitted:	5/02/2011
Sufficiency Determination:	5/04/2011
Final Development Plan Hearing:	5/19/2011

STAFF RECOMMENDATION: **Approval with conditions of the Final Development Plan, and Issuance of a Final CLSC**

DRC ACTION: **TBD**

Alachua County
Development Review Committee
Staff Report

DESCRIPTION OF PROPOSED PLAN:

Construction of a new two-story elementary school on 18.05 acres, with parking areas, bus loop, play grounds, and associated stormwater management facilities. The preliminary development plan was approved by the DRC with conditions on April 7, 2011. The following conditions were added in the approval:

1. The Final Development Plan will be required to demonstrate that the school could make access to the future roadway that is planned for the GRU Right of Way if the School Board has not successfully negotiated access rights at the current time.

2. A comparative analysis of the drop off patterns of offsite access at Chiles Elementary School shall be submitted with the Final Development Plan.

By the time of the preliminary development plan hearing, the applicant had received confirmation from GRU that the Right-of-Way at NW115th Terrace could be utilized for new road construction to provide additional vehicular access to the school. Therefore, this condition has been met by the final development plan providing two vehicular access points with one on NW 39th Avenue and a new entrance on NW 115th Terrace.

The applicant provided a detailed memo titled *Parent Drop-off Queue Bypassing Study at Chiles Elementary* in order to comply with the second condition. Two parents were observed avoiding the drop-off queue and parking area by utilizing the bus loop. There were also parents observed parking in a grass area adjacent to the parking lot to avoid congestions, did stop and walk their children to the drop-off area. These conditions can be avoided on the site of School 'H' as additional parking space and double the amount of queuing area is to be provided on site in comparison to the existing conditions at Chiles.

CONSISTENCY ANALYSIS:

Alachua County
Development Review Committee
Staff Report

The following is a determination of consistency with Section 1013.33, Florida Statutes.

Coordination of planning with local governing bodies:

> 1013.33(12)As early in the design phase as feasible and consistent with an interlocal agreement entered pursuant to subsections (2)-(8), but no later than 90 days before commencing construction, the district school board shall in writing request a determination of consistency with the local government's comprehensive plan. The local governing body that regulates the use of land shall determine, in writing within 45 days after receiving the necessary information and a school board's request for a determination, whether a proposed educational facility is consistent with the local comprehensive plan and consistent with local land development regulations.

On April 27, 2011 the Alachua County School Board requested a determination as to the final development plan's consistency with the Alachua County Comprehensive Plan and Unified Land Development Code (ULDC). Staff's Report contains written findings of consistency with the Comprehensive Plan and ULDC with a recommendation to the Development Review Committee to accept staff's findings and approve the final development plan. Staff is of the opinion that the above section of the Florida Statute has been met and that the written determination of consistency with the comprehensive plan and ULDC has been made within 45 days of receiving the necessary information and the school board's request for the determination.

Following is an analysis of the consistency of the proposed plan with the applicable policies of the Comprehensive Plan and Land Development Regulations.

COMPREHENSIVE PLAN:

FUTURE LAND USE ELEMENT

Per Future Land Use Element Policy 5.3.7, a public educational facility is allowed in the Low Density Residential Land Use category. According to Policy 5.3.2.a. elementary schools are encouraged to locate within existing residential areas and village centers and (Policy 5.3.2.b.) near existing or designated public facilities such as parks, recreational areas, libraries, and community centers. According to Policy 5.3.3, "To ensure the safety of children, elementary schools shall be located on paved roads. Direct access should be available from local or collector streets, or from arterials with an interior road to the school." The proposed Final development plan is consistent with the

policies for public education facilities in the Comprehensive Plan.

UNIFIED LAND DEVELOPMENT CODE:

ZONING DISTRICT AND USE REGULATIONS

Public educational facilities are permitted in all zoning districts except C-1, RM-1, BW, ML, MS, MP and MB subject to ULDC Table 404.34.1. The determination of whether a facility is a limited use or requires a special use permit depends on the future land use designation of the property. This property carries the Low Density Residential Future Land Use and is located within the Urban Cluster. Accordingly, public educational facilities are permitted as a limited use subject to the following standards outlined in ULDC Section 404.34:

(b) General Standards

The following standards shall apply to all educational facilities.

1. Accessibility

a) Sites for all schools shall be located on publicly maintained paved roads.

b) Direct access to middle and senior high schools shall be available from a collector or arterial road.

c) All schools shall be linked with surrounding residential areas by bikeways and sidewalks.

d) All schools shall be designed to accommodate public bus transportation and/or other means of public transit.

The project site is located on the south side of NW 39th Avenue, next to Wellington Place Subdivision. The access will be provided by a driveway on NW 39th Avenue. This access will be limited to right in, right out and a left ingress from westbound traffic only. The final development plan includes a fully functioning access at a new entrance to be constructed on NW 115th Terrace directly across from the entrance to St. Francis High School within the GRU Right of Way. The new school will include new sidewalks along the northern boundary on NW 39th Avenue. These sidewalks will connect to existing sidewalks along NW 112th Street in Wellington Place Subdivision.

Public transit could be accommodated by the existing layout of the school site once RTS routes are available in the area.

2. Minimum Setbacks

All buildings shall comply with the yard and setback requirements of the district in which they are located; and, in no case shall be less than 25 feet on the front, 20 feet in the rear, and 10 feet on interior side, and 25 feet on street side.

The proposed location of the building complies with these setback requirements.

3. Outdoor Lighting

Any lighting installed for sports facilities or parking areas shall utilize flat glass lenses and house side shields. Illumination levels at any point on the property line adjacent to a residential area shall not exceed 0.5 footcandles. A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan.

New lighting for the parking areas and outdoor playing fields has been provided on Sheet E010 and complies with the requirements of this section. The parking and sports facilities do not exceed the maximum 0.5 footcandles adjacent to residential areas to the south and east.

4. Vehicular Circulation

In addition to the requirements of Chapter 402, Article 2, an applicant shall provide a vehicular circulation plan, showing onsite queuing and circulation, vehicle stacking, drop-off areas and interior roads, based upon the location of and number of patrons that utilize the facility.

The development plan indicates the vehicular circulation and drop off locations in appropriate places as shown on the Transportation Network Plan, (Sheet PDP3).

Concurrency Management

The proposed public school has the potential to generate 913 Average Annual Daily

Trips based on the Institute of Traffic Engineers, Trip Generation Manual, 8th Edition. The concurrency analysis for the two impact segments of NW 39th Ave is listed in Table 1 below. There is adequate capacity on the roadway network to accommodate the proposed school.

TABLE 1:

			LOS			TRIPS				
Roadway	From	To	STD.	lanes	MSV	AADT	Resv'd	Project	Total	Remain
NW 39th	I-75	NW 115th	D	2	16,400	10,600	3,080	667	14347	2,053
Avenue	NW 115th	NW 143rd	D	2	15,500	10,000	3,690	137	13,827	1,673

Notes: LOS = Level of Service
MSV = Maximum Service Volume or Roadway Capacity
AADT = Annualized Average Daily Traffic

The applicant has provided a detailed AM & PM peak hour and traffic study and intersection analysis based on the number of students, employees and arrival and let out times. The proposed K-5 school will have automobile access to NW 39th Ave at the midpoint of the site and at the GRU power line Right of Way coincident with the NW 115th Terrace right of way. There will be an access for school busses only located along 112th St. The intersection analysis provided by the applicant shows all of the proposed access points meeting an acceptable level of service with the maximum student load of 708 students and appropriate transportation mode splits.

The DRC requested an analysis of the Chiles Elementary School drop-off situation to examine if there was a significant number of parents who would bypass the designed drop-off and pick-up queues. The analysis provided by the applicant showed that two parents bypassed the queue to walk their children into school. Staff is of the opinion that amount of drop-off activity would be have a de-minimus impact to NW 112th St. In any case, the only design change that could mitigate that activity would be to eliminate any pedestrian access to the school via NW 112th St. The Comprehensive Plan and ULDC have strong policies concerning pedestrian access to community facilities and Staff is of the opinion that eliminating a pedestrian access would not be appropriate.

A Final Certificate of Level of Service Compliance will be issued upon Final Development Plan approval. The Final Certificate of Level of Service Compliance is valid for 1 year.

GENERAL DEVELOPMENT STANDARDS

Parking Standards

According to Table 407.14.1 of the ULDC for Parking, an Elementary School would be required to provide 10 spaces plus two per classroom which would be a total of 90 spaces for this site. The final development plan for School "H" provides for 162 parking spaces and a request for parking increase as outlined in Section 407.18 of the ULDC was approved by the DRC with the preliminary development plan on April 7, 2011.

Landscaping

The landscape plan demonstrates that within 20 years 63.2 percent of the paved ground surface area will be under mature canopy. The landscaping plan meets the requirements set forth in Article 4, of Chapter 407 for landscaping of parking areas and Arterial/Collector Street Buffers.

Open Space

The property lies within the northeastern-most corner of the default boundary of the Pine Hill Forest Strategic Ecosystem. It is bounded on the north by NW 39th Avenue, on the east and south by Wellington Place subdivision, and on the west by a 150-foot-wide, cleared GRU transmission line right-of-way. The existing utility right-of-way is the location of the future NW 115th Street – a major collector and rapid transit corridor with dedicated transit lanes.

Most of the property is forested primarily with a mixture of Loblolly Pine and successional hardwoods such as Laurel Oak, Water Oak, and Sweetgum. Steep slopes occur on the southwest portion of the property, as does the highest quality portion of the forest. Based on ground-truthing, the property contains none of the features and resources identified in the KBN/Golder Associates report as important components of the Pine Hill Forest strategic ecosystem. Therefore, the project may proceed through the development plan review process without habitat set-asides typically required for strategic ecosystems (406.33, ULDC). Notwithstanding the above, the development will preserve approximately 22% of the project area as "Natural Areas" primary open space. This includes the areas of steepest slopes and best quality forest.

The final development plan complies with Article 5, Chapter 407 for Open Space by providing a 21.67% or 3.91 acres of open space. The open space area contains natural features such as trees and other vegetation. Due to slope of the property the open space will be useable but not technically accessible by trails. A retaining wall will be provided and access for teachers to enter the open space with children for excursions will be provided.

Stormwater Management

The proposed final development plan includes a basin in the north east corner of the site and has been designed to meet all the Stormwater Management System standards outlined in Article 9, Chapter 407 of the ULDC.

Water and Wastewater Services

The subject property is located within the Urban Cluster and will be served by GRU for water and sanitary sewer.

DEVELOPMENT PLAN EXPIRATION:

An approved final development plan or phase of a development plan shall expire unless a construction, building or other required permit has been issued within 12 months of the date of final approval. Applications for extension of time limit may be processed pursuant to Article 6 of Chapter 402 of the ULDC.

Alachua County
Development Review Committee
Staff Report

STAFF RECOMMENDATION:

Staff recommends **approval with conditions** of the Final development plan for Alachua County Public School "H" and Issuance of a Final CLSC:

Conditions of Final Development Plan approval:

1. Hold the Certificate of Occupancy until EPD is provided documentation that all structures placed in the designated open space area by adjacent property owners have been removed.

2. Please correct the sheet numbers of C2.14 and C2.15. They are both shown as C2.13 on the plan set provided.

3. On sheet C1.00 the sight triangles don't appear to meet the criteria shown in index 546 for a 2 lane 2 way street for SU vehicles at a 60 mph design speed. The "dL" and "dr" distances measured from the plans don't match the table provided in the index. Please clarify this discrepancy.

4. Please redesign the 24" RCP and MES on the east side of the NW 115th Terrace entrance further to the east to ensure that a 4(h):1(v) maximum swale front slope can be maintained. That slope (from the south edge of the unpaved 6% shoulder to the invert of the MES) is currently at approximately 2:1

5. Please label the beginning and ending stations and offsets for the gravity wall shown on sheet C2.13. Also label it on the section views for clarity. The cross sections of the typical turn lane showing the gravity wall does not match the gravity wall Index 520. Ensure that the gravity wall is applicable or provide a retaining wall. Provide structural certification documentation as well. Provide temporary construction easement document and permanent easement document for future public maintenance from the property owner (Ken Brown).

6. Provide a label on sheet C5.10 to identify that the bicycle lane markings are to be placed per FDOT index 17347.

7. Show all pavement markings within the County R/W to be thermoplastic (including those for the bicycle lane).
8. To comply with section 8.3.1 of the FDOT Plans Preparation Manual (Volume 1), please provide a 1 foot level shoulder area along the north side of the 8'

sidewalk. Show this feature on all sidewalk cross sections on sheet C2.15. Provide a "typical" swale section detail to label the 4:1 max front slope, 2:1 max back slope and the 1' level surface at the north edge of the S/W. The sidewalk may need to be pushed 1 foot further south onto school property in order that this requirement doesn't negatively impact the roadside swale carrying capacity. The access easement may need to be widened accordingly. In addition to this requirement also show the proposed grades of the swale front slope on all sidewalk section views.

9. Ensure that the proper permit applications are made for all utility work to occur within County road R/W, including extension/relocation of the GRU water main on the south side of NW 39th Ave.

10. Move the median back to provide a 50 foot dedicated left turn on NW 112th Street and provide appropriate markings.

11. Provide markings per FDOT Index 17346 (Sheet 3 of 14, Scheme 1) on NW 39th Avenue. Provide dimensions on markings as well.

12. For the NW 39th Avenue swale provide a cross-section that does not alter the capacity of the swale. Show calculations for the same.

13. We recommend a modified DBI with traversable slots per Index 231 for S-19.

14. Clarify the intent of GRU regarding the water main shown beneath the new right turn lane pavement. It is difficult to determine if this is stubbed out with a reactive block or if there is a relief valve in place. Be aware that relocation may become necessary during construction and a permit would be required.

INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

THIS AGREEMENT is entered into between the School Board of Alachua County (hereinafter referred to as "School Board"), the Commission or Council of the Cities or Towns of Alachua, Archer, Gainesville, Hawthorne, High Springs, LaCrosse, Micanopy, Newberry, and Waldo (hereinafter referred to as "Cities'), and the Alachua County Board of County Commissioners (hereinafter referred to as "County"). Cities and County may also be referred to as Local Governments.

WHEREAS, the County, Cities, and the School Board recognize their mutual obligation and responsibility for the education, nurturing and general well-being of the children within their community; and

WHEREAS, the County, Cities, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs, namely:

(1) Better coordination of new schools in time and place with land development,
(2) Greater efficiency for the School Board and Local Governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks,
(3) Improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the Local Governments,
(4) Better defined urban form by locating and designing schools to serve as community focal points,
(5) Greater efficiency and convenience by co-locating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, and
(6) Reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Section 1013.33, FloridaStatutes (F.S.), requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local governing body, and

WHEREAS, Section 163.3177(6)(h) 1 and 2, F.S., require each local government to adopt an intergovernmental coordination element as part of its comprehensive

plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.3177(7) and 1013.33, F.S., further require each county and the non exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, the School Board, the County, and the Cities enter into this agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above;

WHEREAS, the School Board, the County and the Cities acknowledge the School's Board's constitutional and statutory obligations to provide a uniform system of free public schools on a district-wide basis; and

WHEREAS, the School Board, the County and the Cities acknowledge the land use authority of local government to approve or deny comprehensive plan amendments and development orders; and

NOW THEREFORE, be it mutually agreed among the School Board, the County, and the Cities that the following procedures will be followed in coordinating land use and public school facilities planning:

SECTION 1 JOINT MEETINGS

1.1 Staff Working Group.

A staff working group of the County, School Board, and Cities will meet on a semi-annual basis to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. A staff representative from the North Central Florida Regional Planning Council (NCFRPC) will also be invited to attend. A designee of the School Board shall be responsible for coordinating and convening the semi-annual meeting.

1.2 Annual Meetings of Elected Officials.

One or more representatives of the County, each City, and the School Board will meet at least annually in joint workshop sessions. A representative of the NCFRPC will also be invited to attend. The joint workshop sessions will be opportunities for the County Commission, the City Commissions and Councils,

and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The Superintendent of Schools, or designee, shall be responsible for making meeting arrangements and providing notification to the general public of the annual meeting.

SECTION 2 STUDENT ENROLLMENT AND POPULATION PROJECTIONS

2.1 Annual Revision and Distribution.
In fulfillment of their respective planning duties, the County, Cities, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. Countywide five-year population and student enrollment projections shall be revised annually and provided at the first staff working group meeting described at subsection 1.1.

2.2 Enrollment Projections.
The School Board shall use student population projections based on information produced by the demographic and education estimating conferences pursuant to Section 216.136, F.S., and the Department of Education (DOE) Capital Outlay Full-Time Equivalent (COFTE). The School Board may request adjustment to the projections based on actual enrollment and development trends. In formulating such a request the School Board will coordinate with the Local Governments regarding development trends, enrollment projections and future population projections.

2.3 Planning Data.
The School Board will consider the information described in subsection 3.3 to allocate the projected student enrollment into school attendance zones. The allocation of projected student enrollment will be discussed at the first staff meeting described in subsection 1. 1.

SECTION 3 COORDINATING AND SHARING OF INFORMATION

3.1 The School Board's *5-Year Facilities Work Program.*
No later than August 15th of each year, the School Board shall submit to the Local Governments the tentative *5-Year Facilities Work Program.* The program will be consistent with the requirements of Sections 1013.33 and 1013.35, F.S., and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the five-, 10-, and 20-year time periods, and options to reduce the need for additional

permanent student stations. The program will be financially feasible for a five-year period. The information provided by the School Board will include an assessment of the need to amend the adopted level of service (LOS) standards based on financial feasibility. The Local Governments shall review the program and provide comments to the School Board within 30 days on the consistency of the program with the its comprehensive plan, including the Capital Improvements Element and whether a comprehensive plan amendment will be necessary for any proposed educational facility.

3.2 Educational Plant Survey.

At least one year prior to preparation of each *Educational Plant Survey*, the staff working group established in subsection 1.1 will assist the School Board in an advisory capacity in preparation of the survey. The *Educational Plant Survey* shall be consistent with the requirements of Section 1013.33, F.S., and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the Local Governments' comprehensive plans. The staff working group will evaluate and make recommendations regarding the location and need for new schools, significant expansions of existing schools, closures of existing facilities, and the consistency of such plans with the Local Governments' comprehensive plans.

3.3 Growth and Development Trends.

Between January and March of each year, Local Governments will each provide the School Board with a report on growth and development trends for the preceding calendar year within their jurisdiction. These reports will include the following:

(a) The type, number, and location of residential units which have received development plan approval;
(b) Information regarding comprehensive land use amendments which have an impact on school facilities;
(c) Residential building permits and / or certificates of occupancy issued for the preceding year and their location;
(d) The identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval.
(e) Other information relevant to monitoring for school concurrency.

3.4 Public School Facilities Map Series

The County, in conjunction with the School Board and the Cities, shall annually update and maintain a public school facilities map series as supporting data and analysis. This map series, including the planned general location of schools and ancillary facilities for the five-year planning period and the long-range planning period, will be coordinated with the Local Governments' Future Land Use Maps or Map Series. The map series shall include at a minimum:

(a) A map or maps which identify existing locations of public school facilities by type and existing locations of ancillary plants

(b) A future conditions map or map series which depicts the planned general locations of new public school facilities, ancillary plants, and renovated facilities by year for the five-year planning period, and for the end of the long range planning period of the host county.

(c) A map or map series which depicts School Concurrency Service Areas (SCSAs) for high schools, middle schools, and elementary schools.

SECTION 4 SCHOOL SITE SELECTION, EXPANSIONS, SCHOOL CLOSURES

4.1 Advisory Committee.
The School Board will establish a School Planning Advisory Committee (SPAC) for the purpose of reviewing potential sites for new schools, proposals for significant school expansions and potential closure of existing schools. Based on information gathered during the review, the SPAC will submit recommendations to the Superintendent of Schools. The SPAC will be a standing committee and will meet on an as needed basis. In addition to appropriate representatives of the School Board staff, the SPAC will include at least one staff member of the County, a staff representative from each of the Cities, and a diverse group of community members.

4.2 New School Sites / Consistency with Comprehensive Plan.
When the need for a new school site is identified in the *5-Year Facilities Work Program*, the SPAC will develop a list of potential sites in the area of need. The list of potential sites for new schools will be submitted to the Local Government with jurisdiction for an informal assessment regarding consistency with the Local Government comprehensive plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility and other relevant issues. Based on the information gathered during this review, and the evaluation criteria set forth in subsection 4.4, the SPAC will make a recommendation to the Superintendent of Schools of one or more sites in order of preference.

4.3 Expansions and Closures.
For significant expansions and potential closures, the SPAC will make appropriate recommendations to the Superintendent of Schools.

4.4 School Site Evaluation.
The SPAC, the School Board, and the Local Governments when evaluating new school sites will consider the following issues:

(a) The location of schools proximate to urban residential development and contiguous to existing school sites, and which provide potential focal points for community activities, including opportunities for shared use and co-location with other community facilities;
(b) The location of elementary schools proximate to and, within walking distance of the residential neighborhoods served;
(c) Elementary schools should be located on local or collector streets, middle and high schools should be located near arterial streets;
(d) Compatibility of the school site with present and future land uses of adjacent property considering the safety of students or the effective provision of education.
(e) Whether existing schools can be expanded or renovated to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl;
(f) Site acquisition and development costs;
(g) Safe access to and from the school site by pedestrians, bicyclists and motor vehicles;
(h) Existing or planned availability of adequate public facilities and services to support the School;
(i) Environmental constraints that would either preclude or render infeasible the development or significant expansion of a public school on the site
(j) Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;
(k) Whether the site is well drained and the soils are suitable for, or are adaptable for, development and outdoor educational/recreation uses;
(l) The proposed location is consistent with the local government comprehensive plan, storm water management plans, or watershed management plans;
(m) The proposed location is not within a velocity flood zone or floodway, as delineated on pertinent maps identified or referenced in the applicable comprehensive plan or land development regulations;
(n) The proposed site can accommodate the required parking, circulation and queuing of vehicles; and
(o) The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

4.5 Consistency of New Public Education Facilities Sites with Local Government Comprehensive Plans.

At least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice of its intent to the Local Government with jurisdiction over the use of the land. The Local Government shall notify the School Board within 45 days of receipt of this notice if the proposed new public education facility site is consistent with the local government's comprehensive plan. This notice does not constitute the local

government's determination of consistency of any proposed construction pursuant to Section 1013.33 (12), (13), (14), (15), F.S.

Notwithstanding these notice requirements, the School Board is not precluded from acquiring or leasing any property.

SECTION 5 SUPPORTING INFRASTRUCTURE

5.1 Joint Consideration of On-site and Off-site Improvements.

In conjunction with the consistency determination described in Section 4 of this agreement or at the appropriate time in the site design process, the School Board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements. Such improvements shall be as necessary to support each new school or the proposed renovation or expansion of an existing school, and will identify the timing, location, and the parties responsible for financing, constructing, operating and maintaining the required improvements for new public school sites.

SECTION 6 LOCAL PLANNING AGENCIES (LPAs), COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS

6.1 Appointed LPA Members.

The County and Cities pursuant to Section 163.3174 (1), F.S., will include a representative appointed by the School Board on the LPAs, or equivalent agencies, to attend those meetings at which the LPAs consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application.

6.2 Development Review Representative.

The School Board will appoint a representative to advise the local government development review committee, or equivalent body, on development and redevelopment which could have a significant impact on student enrollment or school facilities.

6.3 Coordinating School Capacity with Growth

The Local Governments and the School Board shall coordinate land use decisions with the School Board's long range facilities plans over the five-year, 10-year and 20-year periods.

For purposes of coordinating land use decisions with school capacity planning, the SCSAs that are established for high, middle, and elementary schools shall be used. The relationship of high, middle, and elementary school capacity and students anticipated to be generated as a result of land use decisions shall be

assessed in terms of its impact (1) on the school system as a whole, and (2) on the applicable SCSAs. For purposes of this planning assessment, existing or planned capacity in adjacent SCSAs shall not be considered.

The School Board shall report its findings and recommendations regarding the land use decision to the Local Government. If the School Board determines that capacity is insufficient to support the proposed land use decision, the School Board shall include its recommendations to remedy the capacity deficiency, including estimated cost and financial feasibility. The School Board shall forward the report to the Local Governments.

6.4 Criteria for Evaluating Land Use Decisions.

In reviewing and approving land use decisions, the Local Governments shall consider School Board comments, which may include:

(a) Available school capacity or planned improvements to increase school capacity;
(b) The provision of school sites and facilities within neighborhoods;
(c) Compatibility of land uses adjacent to existing schools and reserved school sites;
(d) The co-location of parks, recreation and neighborhood facilities with school sites;
(e) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
(f) Traffic circulation maps, which serve schools and the surrounding neighborhood;
(g) The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and
(h) The inclusion of school bus stops and turnarounds.

6.5 Capacity Enhancement Agreements.

Where feasible and agreeable to the School Board, affected jurisdictions and the applicant, Capacity Enhancement Agreements shall be encouraged to ensure adequate capacity is available at the time the school impact is created. The School Board's Long Range Facilities Plans over the 5-year, 10-year and 20-year periods shall be amended to incorporate capacity modification commitments established by Capacity Enhancement Agreements.

6.6 Educational Benefit District

The School Board and Local Governments may consider the establishment of an Educational Benefit District. [Sections 1013.355-357, F.S.] as a funding option.

6.7 Annual Report.

The School Board shall annually provide a cumulative report of land use decisions and the effect of those decisions on public school capacity to the Elected Officials Group.

6.8 Local Government Jurisdictions.
Notwithstanding the provisions of this agreement, the final approval of land use decisions shall be the responsibility of the respective Local Governments.

SECTION 7 CO-LOCATION AND SHARED USE

7.1 Co-location and Shared Use.
Co-location and shared use of facilities are important to both the School Board and Local Governments. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District's Five-*Year Facilities Work Program* and other appropriate occasions. Likewise, co-location and shared use opportunities will be considered by the Local Governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities and other appropriate occasions.

7.2 Separate Agreement.
A separate agreement will be developed for each instance of co-location and shared use of any facility. Such agreement shall address legal liability, operating and maintenance costs, scheduling of use, facility supervision, and any other issues that may arise from co-location and shared use.

SECTION 8 SCHOOL CONCURRENCY IMPLEMENTATION

8.1 Definitions:

(a) Definitions. The terms used in this subsection shall be defined as follows:

1. Adequate school capacity - The circumstance where there is sufficient school capacity by school type, based on adopted LOS standards, to accommodate the demand created by a proposed residential development.

2. Affected Jurisdictions – Local Governments that are parties to the Interlocal Agreement for Public School Facilities Planning and are physically located within the same SCSA(s) as the area affected by a land use decision that may increase public school enrollment.

3. Capacity – "Capacity" as defined in the FISH Manual.

4. Capacity Enhancement Agreement – An agreement between the

School Board, affected jurisdictions and a private entity (land owner, developer, applicant, etc) for the mitigation of school capacity deficiencies that are anticipated to result from a land use decision.

5. Existing school facilities - School facilities constructed and operational at the time a completed application for residential development is submitted to the Local Government.

6. Final Development Order – The stage in residential development where permits or development orders are approved by the Local Government authorizing actual construction of infrastructure, the recording of a final plat or the issuance of building permits. This may include approval of a Final Subdivision or Plat or Final Site Plan.

7. FISH Manual - The document entitled "Florida Inventory of School Houses (FISH)," 2006 edition, and that is published by the Florida Department of Education, Office of Educational Facilities (hereinafter the "FISH Manual").

8. Land Use Decisions – Future Land Use Map amendments, rezonings, and other residential development approvals under the land development regulations that precede the application of school concurrency and do not require a Certificate of School Concurrency.

9. Measurable Programmatic Change - A change to the operation of a school that has consistent and measurable capacity impacts including, but not limited to: double sessions, floating teachers, year-long schools, and special educational programs.

10. Permanent FISH Capacity - Capacity that is provided by "permanent buildings," as defined in the FISH Manual.

11. Permanent Program Capacity – Permanent FISH capacity that has been modified by the School Board to reflect measurable programmatic changes.

12. Planned School Facilities - School facility capacity that will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, pursuant to the School Board's adopted 5-Year Facilities Work Program.

13. Preliminary Approval - The conferral of certain rights to final development approval, including the maximum number and type

of residential units, provided that such final approval is granted by the Local Government within a time period prescribed in the land development regulations but not exceeding one (1) year.

14. School Type - Elementary Schools are typically grades Pre-Kindergarten Exceptional Student Education (PK- ESE) through 5; Middle Schools are typically grades 6 through 8; and High School are typically grades 9 through 12

15. State Requirements for Educational Facilities – Standards established by the State of Florida for the design and construction of public educational facilities.

16. Total school facilities - Existing school facilities and planned school facilities

17. Utilization of Capacity - Current enrollment at the time of a completed application for residential development.

18. Work Program - The financially feasible School Board's 5-Year Facilities Work Program adopted pursuant to Section 1013.35, F.S

8.2 Procedure

8.2.1 Land Development Code

Each local government shall adopt land development regulations to implement school concurrency consistent with its comprehensive plan, Sections 163.3180 and 163.3202, F.S., and the terms of this Agreement.

8.2.2 Five-Year Facilities Work Program

Amendments to the School District's Five-Year Work Program

(a) Prior to the adoption of amendments to the *5-Year Work Facilities Program*, that affect school capacity for concurrency other than the annual updates addressed in subsection 3.1 of this Agreement, the School Board shall coordinate with local governments and provide them an opportunity to comment on the consistency of the amendment with the local government's Comprehensive Plan, including the capital improvements element and determine whether a comprehensive plan amendment will be necessary for any proposed educational facility.

(b) Capital Improvements Element
Annually, each local government will consider an amendment to their Capital Improvements Elements in order to incorporate the School Board's adopted 5-Year Facilities Work Program. Following a Work

Program update or amendment, made in accordance with this Agreement, each local government will consider further amendments to their Capital Improvements Elements to incorporate such updates or amendments.

8.3 Level-of-Service (LOS) Standards

8.3.1 Uniform Application of LOS Standard

The LOS standard to be used by the local governments and the School Board to implement school concurrency on a district-wide basis by the same school type is as follows:

(a) Elementary: 100% of permanent FISH capacity as adjusted by the School Board annually to account for measurable programmatic changes. For purposes of addressing backlogged capacity, the following interim LOS standards are established:

High Springs Elementary CSA – 120% through 2010-11 school year and 100% thereafter,

Newberry Elementary CSA – 115% through 2010-11 school year and 100% thereafter.

West Urban CSA – 115% through 2010-11 and 100% thereafter

(b) Middle: 100% of permanent FISH capacity as adjusted by the School Board annually to account for measurable programmatic changes;

(c) High: 100% of permanent FISH capacity as adjusted by the School Board annually to account for measurable programmatic changes.

For combination schools, the School Board shall separately determine the capacity of each school to accommodate elementary, middle and high students and apply the LOS Standard prescribed above for elementary, middle and high levels respectively.

8.3.2 Implementation through Capital Improvements Element

The LOS standards set forth herein shall be included in the Capital Improvements Element of the local governments' comprehensive plans and shall be applied consistently to all schools of the same type by the local governments and the School Board.

8.3.3 Amendment of LOS Standard

If there is agreement to amend the LOS standards, it shall be accomplished by

the execution of an amendment to this Interlocal Agreement by all parties and the adoption of amendments to the local government comprehensive plans. The amended LOS standard shall not be effective until all plan amendments are effective and the amendment to this Interlocal Agreement is fully executed. Changes to LOS standards shall be supported by adequate data and analysis showing that the amended LOS standard is financially feasible, and can be achieved and maintained within the period covered by the first five years of the 5-Year Facilities Work Program. After the first five years, the capacity shall be maintained within each subsequent five-year schedules of capital improvements.

8.4 School Concurrency Service Areas

The Local Governments shall, in coordination with the School Board, establish School Concurrency Service Areas (SCSAs), as the areas within which an evaluation of availability of adequate school capacity is based on the adopted LOS standards.

8.4.1 Criteria for School Concurrency Service Areas

SCSAs shall be established to maximize available school capacity and make efficient use of new and existing public schools in accordance with the LOS standards, taking into account minimization of transportation costs, limitations on maximum student travel times, the effect of court approved desegregation plans, and recognition of the capacity commitments resulting from the Local Governments' within Alachua County's development approvals within the SCSA and contiguous SCSAs.

SCSA boundaries shall be based upon the relationship of school facilities to the communities they serve, including the reserve area designations under the "Boundary Adjustment Act" and the effect of changing development trends.

8.4.2 School Concurrency Service Area Maps

Maps identifying the SCSAs for high, middle, and elementary schools are adopted as part of this Agreement and may be modified in accordance with the procedures described in this subsection. The SCSA maps incorporated herein are as follows:

Map 1: High Schools and High School Concurrency Service Areas
Map 2: Middle Schools and Middle School Concurrency Service Areas
Map 3: Elementary Schools and Elementary School Concurrency Service Areas

8.4.3 Modifying School Concurrency Service Areas

Prior to adopting a modification to SCSAs, the following standards will be met:

(a) Potential modifications to the SCSAs may be considered annually. Supporting data & analysis for modified SCSA's shall be included in

the annual update to the School Board's 5 -Year Facilities Work Program

(b) Modifications to SCSA boundaries shall be based upon the criteria as provided in subsection 8.4.1 .

(c) SCSA boundaries shall be modified based on supporting data and analysis demonstrating financial feasibility within the five-year period described by the Five-Year Schedule of Capital Improvements.

(d) Any party to this adopted Interlocal Agreement may propose a modification to the SCSA boundary maps.

(e) At such time as the School Board determines that a SCSA boundary change is appropriate considering the above criteria, the School Board shall transmit the proposed SCSA boundary modification, with data and analysis to support the changes, to the Elected Officials Group.

(f) The Elected Officials Group shall review the proposed SCSA boundary modifications and send its comments to the School Board and the local governments.

Modifications to a SCSA shall become effective upon final approval by the School Board and amendment of this Interlocal Agreement.

8.5 School Concurrency Review Process

In coordination with the School Board, each local government will establish a joint process for implementation of school concurrency which includes applicability, capacity determination, availability standards, and school capacity methodology.

8.5.1 Development Review

The issuance of Final Development Orders for residential development shall be subject to the availability of adequate school capacity based on the LOS standards adopted in this Agreement and the Public School Facilities Element of each local government.

8.5.2 Exemptions

The following residential developments are exempt from the school concurrency requirements:

(a) Single-family lots-of-record in existence or that have received a final development order approval prior to the effective date of the Public School Facilities Element, or single- family subdivisions or plats actively being reviewed at the time of adoption of the Public

School Facilities Element that have received preliminary approvals as defined herein, and such preliminary approval has not expired.

(b) Multi-family residential development that received final site plan approval prior to the effective date of the Public School Facilities Element, or multi-family site plans actively being reviewed at the time of adoption of the Public School Facilities Element that have received preliminary plan approvals as defined herein, and such development approval has not expired.

(c) Amendments to final development order for residential development that were approved prior to the effective date of the Public School Facilities Element, and which do not increase the number of students generated by the development.

(d) Age-restricted developments that prohibit permanent occupancy by persons of school age. Such restrictions must be recorded, irrevocable for a period of at least 30 years, and lawful under applicable state and federal housing statutes. The applicant must demonstrate to the School Board that this condition is satisfied.

(e) Group quarters that do not generate public school students (e.g., local jails, prisons, hospitals, bed and breakfasts, motels and hotels, temporary emergency shelters, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing, and non-youth housing facilities).

8.5.3 Student Generation Rates and Costs per Student Station

Student generation rates used to determine the impact of a particular development application on public schools and the costs per student station shall be determined in accordance with professionally accepted methodologies and adopted annually by the School Board's in the 5-Year Facilities Work Program.

8.5.4 School Capacity and Enrollment

The uniform methodology for determining if a particular school is meeting adopted LOS standards, shall be determined by the School Board. The School Board shall use permanent program capacity as the methodology to determine the capacity of elementary, middle, and high school facilities. School enrollment shall be based on the enrollment of each individual school based on counts reported by the School Board to the Department of Education.

8.5.5 Determination of Adequate Capacity.

The School Board shall conduct a concurrency review for all development plan approvals subject to school concurrency. This review shall include findings and recommendations to the Local Government as to whether there is adequate school capacity to accommodate the proposed development.

(a) The School Board's findings and recommendations shall address whether adequate capacity exists for each type of school, based on the adopted LOS standards. If adequate capacity does not exist, the School Board shall identify possible mitigation options that may be considered consistent with the policies set forth within subsection 8.6.

(b) The local government will issue a concurrency determination based on the School Board's written findings and recommendations.

8.5.6 Concurrency Availability Standard.

School concurrency applies only to residential development or a phase of residential development requiring a final development order, or its functional equivalent, on or after the effective date of the Public School Facilities Element.

Each local government shall amend the concurrency management systems in its land development regulations to require that all new residential development be reviewed for school concurrency no later than the issuance of a final development order. The local government shall not deny a final subdivision, final plat or final site plan for residential development due to a failure to achieve and maintain the adopted LOS standards for public school capacity where:

1. Adequate school facilities will be in place or under construction within three years after the issuance of the final development order 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 after the issuance of the final development order; 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 development order.

8.5.7 Process for Determining School Facilities Concurrency

(a) The School Board staff will review and determine school capacity of each school type as defined in Section 8.1.

(b) Development applications must include the number and type of units, and projection of students by type of school based on the student generation rates established by the School Board.

(c) The local governments will transmit completed applications for residential

development to the School Board for a determination of whether there is adequate school capacity to accommodate the proposed residential development, based on the LOS standards. Transmittal shall occur within 5 working days of receipt of completed applications.

(d) Within twenty (20) working days from the date of the initial transmittal, consistent with the respective Local Government's development review process, the School Board staff will review the completed application and, based on the standards set forth in this Agreement, report in writing to the local government; whether adequate school capacity exists for each level of school, based on the standards set forth in this Agreement.

(e) If the School Board determines that adequate capacity does not exist but that mitigation may be an acceptable alternative, the development application will remain active pending the conclusion of the mitigation negotiation period.

(f) The local government will issue a School Concurrency Determination only upon:

1. the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval for each school type without mitigation; or

2. the execution of a legally binding mitigation agreement between the applicant, School Board, and appropriate Local Government(s), as provided by this Agreement.

(g) If the School Board determines that adequate capacity will not be in place or under actual construction within 3 years after the issuance of final approval of a development order and mitigation is not an acceptable alternative, the local government will not issue a School Concurrency Determination and will deny the residential development order or defer action until such time as the School Board reports that capacity is available or acceptable mitigation agreement is approved by the School Board and the appropriate Local Government(s).

(h) The determination letter shall indicate a temporary commitment of capacity of necessary school facilities for a period consistent with the Local Government land development regulations, not to exceed one (1) year from the issuance of a preliminary development approval or until a Final Development Order is issued, whichever occurs first. The preliminary determination of capacity of necessary school facilities may be used as the basis for a Final Development Order. Following approval of the Final Development Order, capacity for the development shall be

reserved until the completion of development infrastructure within a period not to exceed three (3) years, as defined by the Local Government land development regulations. Provided the time frames above are adhered to, no further determination of school capacity availability shall be required for the residential development, except that any increase in impact requires review.

(i) Phased projects, as provided for in the Local Government land development regulations, may obtain approval for a longer period, provided the development order is in accordance with a development agreement entered into by the School Board, the Local Government, and the developer, which may include a phasing schedule or other timing plan for development plan approvals, capacity reservation fees, capacity enhancement agreements, or other requirements as determined by the School Board.

(j) The Local Government shall notify the School Board within fifteen (15) working days of the approval or expiration of a concurrency reservation for a residential development..

8.5.8 Capacity Availability

In evaluating a residential plat or site plan for concurrency, any relevant programmed improvements contained in the first three years of the Five-Year Facilities Work Program shall be considered as available capacity for the project and shall be factored into the LOS analysis. Any relevant programmed improvements in final two years of the Five-Year Schedule of Capital Improvements shall not be considered as available capacity for the project unless funding for the improvement is assured through School Board funding to accelerate the project, through proportionate share mitigation, or some other means of assuring adequate capacity will be available within three years. The School Board may use relocatable classrooms to provide temporary capacity while funded schools or school expansions are being constructed.

8.6 Proportionate Share Mitigation

The ILocal Governments, in coordination with the School Board, shall provide for mitigation alternatives that are determined by the School Board to be financially feasible and will achieve and maintain the adopted LOS standard consistent with the School Board's 5-Year Facilities Work Program.

8.6.1 Mitigation Options

Mitigation may be allowed for those developments that cannot meet the adopted LOS Standards. Mitigation options shall include options listed below for which the School Board assumes operational responsibility through incorporation in the 5-Year Facilities Work Program and which will maintain adopted LOS standards.

(a) The donation, construction, or funding of school facilities or sites sufficient to offset the demand for public school facilities created by the proposed development;

(b) The creation of mitigation banking within designated areas based on the construction of a public school facility in exchange for the right to sell capacity credits; and,

(c) The establishment of a charter school with facilities constructed in accordance with the State Requirements for Educational Facilities (SREF).

8.6.2 Mitigation Must Enhance Permanent Capacity

Mitigation must be directed toward a permanent capacity improvement identified in the School Board's financially feasible 5-Year Facilities Work Program, which satisfies the demands created by the proposed development consistent with the adopted LOS standards. Relocatable classrooms will not be accepted as mitigation.

8.6.3 Mitigation to Meet Financial Feasibility

Mitigation shall be directed to projects in the School Board's 5-Year Facilities Work Program that the School Board agrees will satisfy the demand created by that development approval. Mitigation shall be assured by a legally binding development agreement between the School Board, the local government, and the developer. The development agreement shall be executed prior to the local government's issuance of the final development order. If the School Board agrees to the mitigation, the School Board shall place the mitigation in its 5-Year Facilities Work Program.

8.6.4 Calculating Proportionate Share

The developer's total proportionate share obligation to resolve a capacity deficiency shall be based on the following:

NUMBER OF STUDENT STATIONS (BY SCHOOL TYPE) = NUMBER OF DWELLING UNITS BY HOUSING TYPE X STUDENT GENERATION MULTIPLIER (BY HOUSING TYPE AND SCHOOL TYPE)

PROPORTIONATE SHARE AMOUNT = TOTAL NUMBER OF STUDENT STATIONS (BY SCHOOL TYPE) X COST PER STUDENT STATION FOR SCHOOL TYPE.

The formula to derive the Number of Student Stations shall be calculated for each housing type within the proposed development and for each school type (elementary, middle, or high) for which a capacity deficiency has been identified. The sum of these calculations shall be the Total Number of Student Stations used to calculate the proportionate share amount for the development under review.

The School Board's average Cost per Student Station shall only include land costs and school facility construction, including the costs to build schools to emergency shelter standards when applicable.

The developer's proportionate-share mitigation obligation shall be credited toward any other impact or exaction fee imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

SECTION 9 AMENDMENT & SEVERABILITY

9.1 Amendment

This Agreement may be amended only by the written consent of the County and the municipalities and the School Board. This Agreement represents a complete and entire understanding between the parties with respect to this Agreement. Changes, which may be mutually agreed upon, shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

9.2 Severability

It is the declared intent that if any section, sentence, clause, phrase, or provision of this Agreement is held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Agreement and the remainder of this Agreement after the exclusion of such part or parts shall be deemed to be valid.

SECTION 10 RESOLUTION OF DISPUTES

10.1 If the parties to this Agreement are unable to resolve any issue in which they may be in disagreement covered in this Agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, F. S.

SECTION 11 OVERSIGHT PROCESS

11.1 The School Board and the local governments shall develop an oversight process to monitor implementation of this Agreement. At the annual meeting of elected officials established in subsection 1.2, the body shall discuss the effectiveness with which the interlocal agreement is being implemented. This discussion shall include ample opportunity for public participation.

SECTION 12 TERMINATION

12.1 Any party to this Agreement may terminate its participation in the Agreement by providing a 60-day written notice to all other parties and to the Florida Department of Community Affairs. Withdrawal from this Agreement by any party shall not alter the terms of this Agreement with respect to the remaining signatories.

SECTION 13 EXECUTION IN COUNTERPARTS

13.1 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall, together, constitute but one in the same instrument.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

Steve Donaby, D.C.
J.K. "Buddy" Irby
Clerk to the Board of County Commissioners of Alachua County, Florida

By: Mike Byerly for
Rodney J. Long, Chairman

Date: June 25, 2008

ATTEST:

W. Daniel Boyd, Jr., Ed.D.
Superintendent of Schools

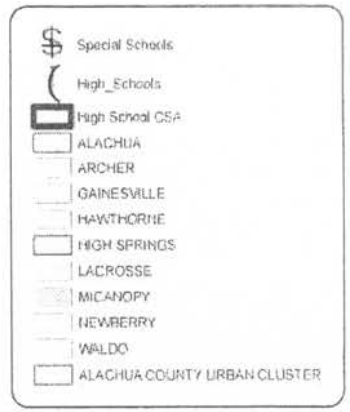
The School Board of Alachua County, FL

By: _____
Janie S. Williams, Chair

Date: July 29, 2008

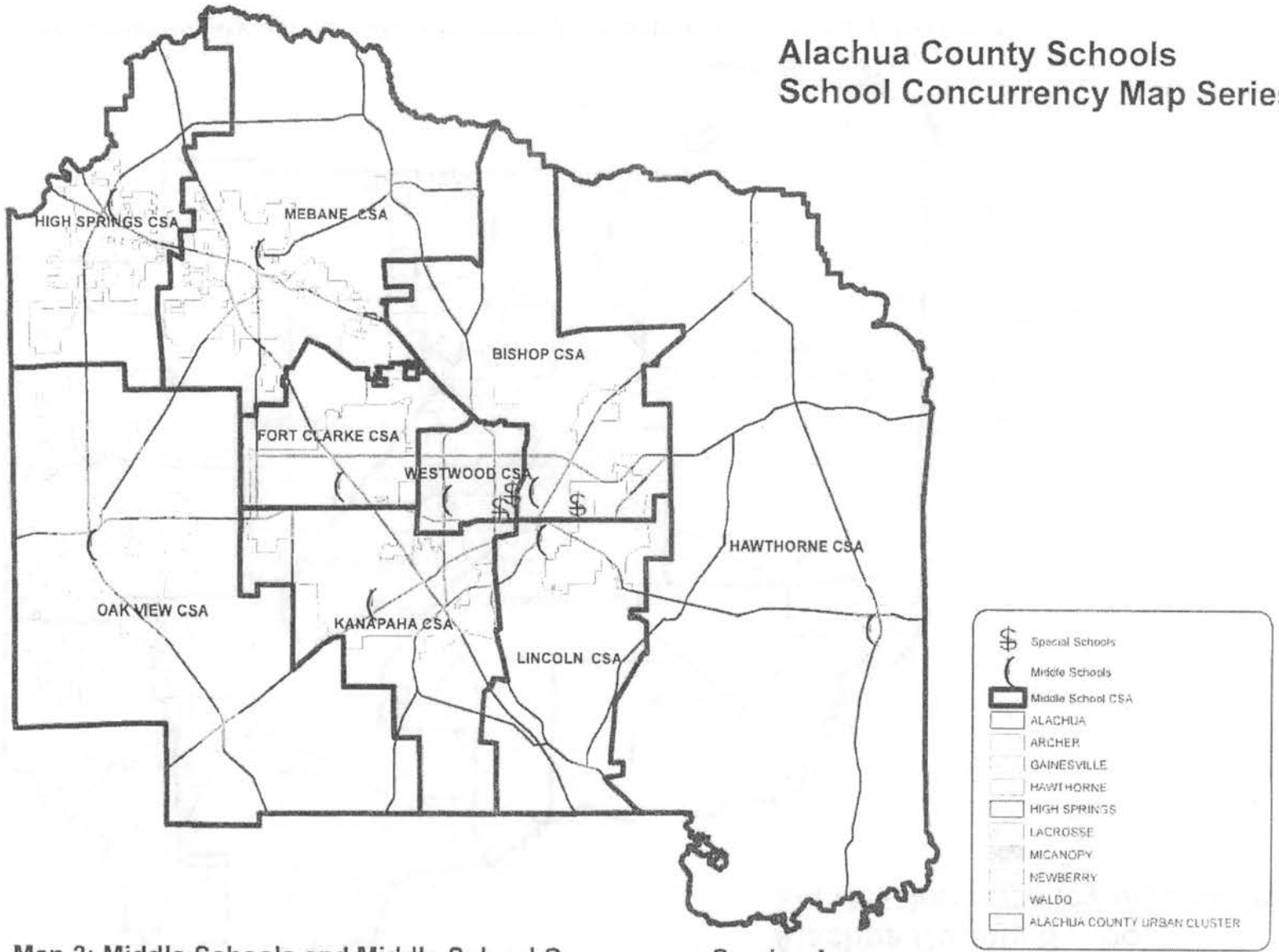
Alachua County Schools
School Concurrency Map Series





Map 1: High Schools and High School Concurrency Service Areas

Alachua County Schools
School Concurrency Map Series



Map 2: Middle Schools and Middle School Concurrency Service Areas

Alachua County Schools
School Concurrency Map Series



Map 3: Elementary Schools and Elementary School Concurrency Service Areas

Section 1013.33, Florida Statutes. Coordination of planning with local governing bodies

(1) It is the policy of this state to require the coordination of planning between boards and local governing bodies to ensure that plans for the construction and opening of public educational facilities are facilitated and coordinated in time and place with plans for residential development, concurrently with other necessary services. Such planning shall include the integration of the educational facilities plan and applicable policies and procedures of a board with the local comprehensive plan and land development regulations of local governments. The planning must include the consideration of allowing students to attend the school located nearest their homes when a new housing development is constructed near a county boundary and it is more feasible to transport the students a short distance to an existing facility in an adjacent county than to construct a new facility or transport students longer distances in their county of residence. The planning must also consider the effects of the location of public education facilities, including the feasibility of keeping central city facilities viable, in order to encourage central city redevelopment and the efficient use of infrastructure and to discourage uncontrolled urban sprawl. In addition, all parties to the planning process must consult with state and local road departments to assist in implementing the Safe Paths to Schools program administered by the Department of Transportation.

(2)(a) The school board, county, and nonexempt municipalities located within the geographic area of a school district shall enter into an interlocal agreement that jointly establishes the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated. The interlocal agreements shall be submitted to the state land planning agency and the Office of Educational Facilities in accordance with a schedule published by the state land planning agency.

(b) The schedule must establish staggered due dates for submission of interlocal agreements that are executed by both the local government and district school board, commencing on March 1, 2003, and concluding by December 1, 2004, and must set the same date for all governmental entities within a school district. However, if the county where the school district is located contains more than 20 municipalities, the state land planning agency may establish staggered due dates for the submission of interlocal agreements by these municipalities. The schedule must begin with those areas where both the number of districtwide capital-outlay full-time-equivalent students equals 80 percent or more of the current year's school capacity and the projected 5-year student growth rate is 1,000 or greater, or where the projected 5-year student growth rate is 10 percent or greater.

(c) If the student population has declined over the 5-year period preceding the due date for submittal of an interlocal agreement by the local government and the district school board, the local government and district school board may petition the state land planning agency for a waiver of one or more of the requirements of subsection (3). The waiver must be granted if the procedures called for in subsection (3) are unnecessary because of the school district's declining school age population, considering the district's 5-year work program prepared pursuant to s. 1013.35. The state land planning agency may modify or revoke the waiver upon a finding that the conditions upon which the waiver was granted no longer exist. The district school board and local governments must submit an interlocal agreement within 1 year after notification by the state land planning agency that the conditions for a waiver no longer exist.

(d) Interlocal agreements between local governments and district school boards adopted pursuant to s. 163.3177 before the effective date of subsections (2)-(9) must be updated and executed pursuant to the requirements of subsections (2)-(9), if necessary. Amendments to interlocal agreements adopted pursuant to subsections (2)-(9) must be submitted to the state land planning agency within 30 days after execution by the parties for review consistent with subsections (3) and (4). Local governments and the district school board in each school district are encouraged to adopt a single interlocal agreement in which all join as parties. The state land

planning agency shall assemble and make available model interlocal agreements meeting the requirements of subsections (2)-(9) and shall notify local governments and, jointly with the Department of Education, the district school boards of the requirements of subsections (2)-(9), the dates for compliance, and the sanctions for noncompliance. The state land planning agency shall be available to informally review proposed interlocal agreements. If the state land planning agency has not received a proposed interlocal agreement for informal review, the state land planning agency shall, at least 60 days before the deadline for submission of the executed agreement, renotify the local government and the district school board of the upcoming deadline and the potential for sanctions.

(3) At a minimum, the interlocal agreement must address interlocal agreement requirements in s. 163.3180(13)(g), except for exempt local governments as provided in s. 163.3177(12), and must address the following issues:

(a) A process by which each local government and the district school board agree and base their plans on consistent projections of the amount, type, and distribution of population growth and student enrollment. The geographic distribution of jurisdiction-wide growth forecasts is a major objective of the process.

(b) A process to coordinate and share information relating to existing and planned public school facilities, including school renovations and closures, and local government plans for development and redevelopment.

(c) Participation by affected local governments with the district school board in the process of evaluating potential school closures, significant renovations to existing schools, and new school site selection before land acquisition. Local governments shall advise the district school board as to the consistency of the proposed closure, renovation, or new site with the local comprehensive plan, including appropriate circumstances and criteria under which a district school board may request an amendment to the comprehensive plan for school siting.

(d) A process for determining the need for and timing of onsite and offsite improvements to support new construction, proposed expansion, or redevelopment of existing schools. The process shall address identification of the party or parties responsible for the improvements.

(e) A process for the school board to inform the local government regarding the effect of comprehensive plan amendments on school capacity. The capacity reporting must be consistent with laws and rules regarding measurement of school facility capacity and must also identify how the district school board will meet the public school demand based on the facilities work program adopted pursuant to s. 1013.35.

(f) Participation of the local governments in the preparation of the annual update to the school board's 5-year district facilities work program and educational plant survey prepared pursuant to s. 1013.35.

(g) A process for determining where and how joint use of either school board or local government facilities can be shared for mutual benefit and efficiency.

(h) A procedure for the resolution of disputes between the district school board and local governments, which may include the dispute resolution processes contained in chapters 164 and 186.

(i) An oversight process, including an opportunity for public participation, for the implementation of the interlocal agreement.

(4)(a) The Office of Educational Facilities shall submit any comments or concerns regarding the executed interlocal agreement to the state land planning agency within 30 days after receipt of

the executed interlocal agreement. The state land planning agency shall review the executed interlocal agreement to determine whether it is consistent with the requirements of subsection (3), the adopted local government comprehensive plan, and other requirements of law. Within 60 days after receipt of an executed interlocal agreement, the state land planning agency shall publish a notice of intent in the Florida Administrative Weekly and shall post a copy of the notice on the agency's Internet site. The notice of intent must state that the interlocal agreement is consistent or inconsistent with the requirements of subsection (3) and this subsection as appropriate.

(b) The state land planning agency's notice is subject to challenge under chapter 120; however, an affected person, as defined in s. 163.3184(1)(a), has standing to initiate the administrative proceeding, and this proceeding is the sole means available to challenge the consistency of an interlocal agreement required by this section with the criteria contained in subsection (3) and this subsection. In order to have standing, each person must have submitted oral or written comments, recommendations, or objections to the local government or the school board before the adoption of the interlocal agreement by the district school board and local government. The district school board and local governments are parties to any such proceeding. In this proceeding, when the state land planning agency finds the interlocal agreement to be consistent with the criteria in subsection (3) and this subsection, the interlocal agreement must be determined to be consistent with subsection (3) and this subsection if the local government's and school board's determination of consistency is fairly debatable. When the state land planning agency finds the interlocal agreement to be inconsistent with the requirements of subsection (3) and this subsection, the local government's and school board's determination of consistency shall be sustained unless it is shown by a preponderance of the evidence that the interlocal agreement is inconsistent.

(c) If the state land planning agency enters a final order that finds that the interlocal agreement is inconsistent with the requirements of subsection (3) or this subsection, the state land planning agency shall forward it to the Administration Commission, which may impose sanctions against the local government pursuant to s. 163.3184(11) and may impose sanctions against the district school board by directing the Department of Education to withhold an equivalent amount of funds for school construction available pursuant to ss. 1013.65, 1013.68, 1013.70, and 1013.72.

(5) If an executed interlocal agreement is not timely submitted to the state land planning agency for review, the state land planning agency shall, within 15 working days after the deadline for submittal, issue to the local government and the district school board a notice to show cause why sanctions should not be imposed for failure to submit an executed interlocal agreement by the deadline established by the agency. The agency shall forward the notice and the responses to the Administration Commission, which may enter a final order citing the failure to comply and imposing sanctions against the local government and district school board by directing the appropriate agencies to withhold at least 5 percent of state funds pursuant to s. 163.3184(11) and by directing the Department of Education to withhold from the district school board at least 5 percent of funds for school construction available pursuant to ss. 1013.65, 1013.68, 1013.70, and 1013.72.

(6) Any local government transmitting a public school element to implement school concurrency pursuant to the requirements of s. 163.3180 before the effective date of this section is not required to amend the element or any interlocal agreement to conform with the provisions of subsections (2)-(8) if the element is adopted prior to or within 1 year after the effective date of subsections (2)-(8) and remains in effect.

(7) Except as provided in subsection (8), municipalities meeting the exemption criteria in s. 163.3177(12) are exempt from the requirements of subsections (2), (3), and (4).

(8) At the time of the evaluation and appraisal report, each exempt municipality shall assess the extent to which it continues to meet the criteria for exemption under s. 163.3177(12). If the

municipality continues to meet these criteria, the municipality shall continue to be exempt from the interlocal agreement requirement. Each municipality exempt under s. 163.3177(12) must comply with the provisions of subsections (2)-(8) within 1 year after the district school board proposes, in its 5-year district facilities work program, a new school within the municipality's jurisdiction.

(9) A board and the local governing body must share and coordinate information related to existing and planned school facilities; proposals for development, redevelopment, or additional development; and infrastructure required to support the school facilities, concurrent with proposed development. A school board shall use information produced by the demographic, revenue, and education estimating conferences pursuant to s. 216.136 when preparing the district educational facilities plan pursuant to s. 1013.35, as modified and agreed to by the local governments, when provided by interlocal agreement, and the Office of Educational Facilities, in consideration of local governments' population projections, to ensure that the district educational facilities plan not only reflects enrollment projections but also considers applicable municipal and county growth and development projections. The projections must be apportioned geographically with assistance from the local governments using local government trend data and the school district student enrollment data. A school board is precluded from siting a new school in a jurisdiction where the school board has failed to provide the annual educational facilities plan for the prior year required pursuant to s. 1013.35 unless the failure is corrected.

(10) The location of educational facilities shall be consistent with the comprehensive plan of the appropriate local governing body developed under part II of chapter 163 and consistent with the plan's implementing land development regulations.

(11) To improve coordination relative to potential educational facility sites, a board shall provide written notice to the local government that has regulatory authority over the use of the land consistent with an interlocal agreement entered pursuant to subsections (2)-(8) at least 60 days prior to acquiring or leasing property that may be used for a new public educational facility. The local government, upon receipt of this notice, shall notify the board within 45 days if the site proposed for acquisition or lease is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to subsection (12).

(12) As early in the design phase as feasible and consistent with an interlocal agreement entered pursuant to subsections (2)-(8), but no later than 90 days before commencing construction, the district school board shall in writing request a determination of consistency with the local government's comprehensive plan. The local governing body that regulates the use of land shall determine, in writing within 45 days after receiving the necessary information and a school board's request for a determination, whether a proposed educational facility is consistent with the local comprehensive plan and consistent with local land development regulations. If the determination is affirmative, school construction may commence and further local government approvals are not required, except as provided in this section. Failure of the local governing body to make a determination in writing within 90 days after a district school board's request for a determination of consistency shall be considered an approval of the district school board's application. Campus master plans and development agreements must comply with the provisions of ss. 1013.30 and 1013.63.

(13) A local governing body may not deny the site applicant based on adequacy of the site plan as it relates solely to the needs of the school. If the site is consistent with the comprehensive plan's land use policies and categories in which public schools are identified as allowable uses, the local government may not deny the application but it may impose reasonable development standards and conditions in accordance with s. 1013.51(1) and consider the site plan and its adequacy as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property. Standards and conditions may not be imposed which conflict with those

established in this chapter or the Florida Building Code, unless mutually agreed and consistent with the interlocal agreement required by subsections (2)-(8).

(14) This section does not prohibit a local governing body and district school board from agreeing and establishing an alternative process for reviewing a proposed educational facility and site plan, and offsite impacts, pursuant to an interlocal agreement adopted in accordance with subsections (2)-(8).

(15) Existing schools shall be considered consistent with the applicable local government comprehensive plan adopted under part II of chapter 163. If a board submits an application to expand an existing school site, the local governing body may impose reasonable development standards and conditions on the expansion only, and in a manner consistent with s. 1013.51(1). Standards and conditions may not be imposed which conflict with those established in this chapter or the Florida Building Code, unless mutually agreed. Local government review or approval is not required for:

(a) The placement of temporary or portable classroom facilities; or

(b) Proposed renovation or construction on existing school sites, with the exception of construction that changes the primary use of a facility, includes stadiums, or results in a greater than 5 percent increase in student capacity, or as mutually agreed upon, pursuant to an interlocal agreement adopted in accordance with subsections (2)-(8).

Alachua County
Development Review Committee
Staff Report

Project Number: 2010092201_P

Final Development Plan for Alachua County Public School – Elementary School "H"

SUBJECT: Alachua County School "H"

DESCRIPTION: Construction of a two-story, 95,000 square foot elementary school with associated infrastructure and open space.

AGENT/APPLICANT: Causseaux, Hewitt, and Walpole, Inc.

PROPERTY OWNER: School Board of Alachua County

PROPERTY DESCRIPTION:

Location: 11200 Block NW 39th Ave
Parcel Numbers: 04211-003-003
Section/Township/Range: 25/09/18
Land Use: Low Density Residential
Zoning: R-1b
Acreage: 18.03

CHRONOLOGY:

Preliminary Approved:	4/07/2011
Application Submitted:	3/14/2011
Insufficiency Report Sent:	4/05/2011
Application Resubmitted:	4/18/2011
Minor Comments Sent:	4/28/2011
Application Resubmitted:	5/02/2011
Sufficiency Determination:	5/04/2011
Final Development Plan Hearing:	5/19/2011

STAFF RECOMMENDATION: **Approval with conditions of the Final Development Plan, and Issuance of a Final CLSC**

DRC ACTION: **TBD**

Alachua County
Development Review Committee
Staff Report

DESCRIPTION OF PROPOSED PLAN:

Construction of a new two-story elementary school on 18.05 acres, with parking areas, bus loop, play grounds, and associated stormwater management facilities. The preliminary development plan was approved by the DRC with conditions on April 7, 2011. The following conditions were added in the approval:

1. The Final Development Plan will be required to demonstrate that the school could make access to the future roadway that is planned for the GRU Right of Way if the School Board has not successfully negotiated access rights at the current time.

2. A comparative analysis of the drop off patterns of offsite access at Chiles Elementary School shall be submitted with the Final Development Plan.

By the time of the preliminary development plan hearing, the applicant had received confirmation from GRU that the Right-of-Way at NW115th Terrace could be utilized for new road construction to provide additional vehicular access to the school. Therefore, this condition has been met by the final development plan providing two vehicular access points with one on NW 39th Avenue and a new entrance on NW 115th Terrace.

The applicant provided a detailed memo titled *Parent Drop-off Queue Bypassing Study at Chiles Elementary* in order to comply with the second condition. Two parents were observed avoiding the drop-off queue and parking area by utilizing the bus loop. There were also parents observed parking in a grass area adjacent to the parking lot to avoid congestions, did stop and walk their children to the drop-off area. These conditions can be avoided on the site of School 'H' as additional parking space and double the amount of queuing area is to be provided on site in comparison to the existing conditions at Chiles.

CONSISTENCY ANALYSIS:

Alachua County
Development Review Committee
Staff Report

The following is a determination of consistency with Section 1013.33, Florida Statutes.

Coordination of planning with local governing bodies:

> 1013.33(12)As early in the design phase as feasible and consistent with an interlocal agreement entered pursuant to subsections (2)-(8), but no later than 90 days before commencing construction, the district school board shall in writing request a determination of consistency with the local government's comprehensive plan. The local governing body that regulates the use of land shall determine, in writing within 45 days after receiving the necessary information and a school board's request for a determination, whether a proposed educational facility is consistent with the local comprehensive plan and consistent with local land development regulations.

On April 27, 2011 the Alachua County School Board requested a determination as to the final development plan's consistency with the Alachua County Comprehensive Plan and Unified Land Development Code (ULDC). Staff's Report contains written findings of consistency with the Comprehensive Plan and ULDC with a recommendation to the Development Review Committee to accept staff's findings and approve the final development plan. Staff is of the opinion that the above section of the Florida Statute has been met and that the written determination of consistency with the comprehensive plan and ULDC has been made within 45 days of receiving the necessary information and the school board's request for the determination.

Following is an analysis of the consistency of the proposed plan with the applicable policies of the Comprehensive Plan and Land Development Regulations.

COMPREHENSIVE PLAN:

FUTURE LAND USE ELEMENT

Per Future Land Use Element Policy 5.3.7, a public educational facility is allowed in the Low Density Residential Land Use category. According to Policy 5.3.2.a. elementary schools are encouraged to locate within existing residential areas and village centers and (Policy 5.3.2.b.) near existing or designated public facilities such as parks, recreational areas, libraries, and community centers. According to Policy 5.3.3, "To ensure the safety of children, elementary schools shall be located on paved roads. Direct access should be available from local or collector streets, or from arterials with an interior road to the school." The proposed Final development plan is consistent with the

policies for public education facilities in the Comprehensive Plan.

UNIFIED LAND DEVELOPMENT CODE:

ZONING DISTRICT AND USE REGULATIONS

Public educational facilities are permitted in all zoning districts except C-1, RM-1, BW, ML, MS, MP and MB subject to ULDC Table 404.34.1. The determination of whether a facility is a limited use or requires a special use permit depends on the future land use designation of the property. This property carries the Low Density Residential Future Land Use and is located within the Urban Cluster. Accordingly, public educational facilities are permitted as a limited use subject to the following standards outlined in ULDC Section 404.34:

(b) General Standards

The following standards shall apply to all educational facilities.

1. Accessibility

a) Sites for all schools shall be located on publicly maintained paved roads.

b) Direct access to middle and senior high schools shall be available from a collector or arterial road.

c) All schools shall be linked with surrounding residential areas by bikeways and sidewalks.

d) All schools shall be designed to accommodate public bus transportation and/or other means of public transit.

The project site is located on the south side of NW 39th Avenue, next to Wellington Place Subdivision. The access will be provided by a driveway on NW 39th Avenue. This access will be limited to right in, right out and a left ingress from westbound traffic only. The final development plan includes a fully functioning access at a new entrance to be constructed on NW 115th Terrace directly across from the entrance to St. Francis High School within the GRU Right of Way. The new school will include new sidewalks along the northern boundary on NW 39th Avenue. These sidewalks will connect to existing sidewalks along NW 112th Street in Wellington Place Subdivision.

Public transit could be accommodated by the existing layout of the school site once RTS routes are available in the area.

2. Minimum Setbacks

All buildings shall comply with the yard and setback requirements of the district in which they are located; and, in no case shall be less than 25 feet on the front, 20 feet in the rear, and 10 feet on interior side, and 25 feet on street side.

The proposed location of the building complies with these setback requirements.

3. Outdoor Lighting

Any lighting installed for sports facilities or parking areas shall utilize flat glass lenses and house side shields. Illumination levels at any point on the property line adjacent to a residential area shall not exceed 0.5 footcandles. A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan.

New lighting for the parking areas and outdoor playing fields has been provided on Sheet E010 and complies with the requirements of this section. The parking and sports facilities do not exceed the maximum 0.5 footcandles adjacent to residential areas to the south and east.

4. Vehicular Circulation

In addition to the requirements of Chapter 402, Article 2, an applicant shall provide a vehicular circulation plan, showing onsite queuing and circulation, vehicle stacking, drop-off areas and interior roads, based upon the location of and number of patrons that utilize the facility.

The development plan indicates the vehicular circulation and drop off locations in appropriate places as shown on the Transportation Network Plan, (Sheet PDP3).

Concurrency Management

The proposed public school has the potential to generate 913 Average Annual Daily

Alachua County
Development Review Committee
Staff Report

Trips based on the Institute of Traffic Engineers, Trip Generation Manual, 8th Edition. The concurrency analysis for the two impact segments of NW 39th Ave is listed in Table 1 below. There is adequate capacity on the roadway network to accommodate the proposed school.

TABLE 1:

			LOS			TRIPS				
Roadway	From	To	STD.	lanes	MSV	AADT	Resv'd	Project	Total	Remain
NW 39th	I-75	NW 115th	D	2	16,400	10,600	3,080	667	14347	2053
Avenue	NW 115th	NW 143rd	D	2	15,500	10,000	3,690	137	13827	1673

Notes: LOS = Level of Service
MSV = Maximum Service Volume or Roadway Capacity
AADT = Annualized Average Daily Traffic

The applicant has provided a detailed AM & PM peak hour and traffic study and intersection analysis based on the number of students, employees and arrival and let out times. The proposed K-5 school will have automobile access to NW 39th Ave at the midpoint of the site and at the GRU power line Right of Way coincident with the NW 115th Terrace right of way. There will be an access for school busses only located along 112th St. The intersection analysis provided by the applicant shows all of the proposed access points meeting an acceptable level of service with the maximum student load of 708 students and appropriate transportation mode splits.

The DRC requested an analysis of the Chiles Elementary School drop-off situation to examine if there was a significant number of parents who would bypass the designed drop-off and pick-up queues. The analysis provided by the applicant showed that two parents bypassed the queue to walk their children into school. Staff is of the opinion that amount of drop-off activity would be have a de-minimus impact to NW 112th St. In any case, the only design change that could mitigate that activity would be to eliminate any pedestrian access to the school via NW 112th St. The Comprehensive Plan and ULDC have strong policies concerning pedestrian access to community facilities and Staff is of the opinion that eliminating a pedestrian access would not be appropriate.

A Final Certificate of Level of Service Compliance will be issued upon Final Development Plan approval. The Final Certificate of Level of Service Compliance is valid for 1 year.

GENERAL DEVELOPMENT STANDARDS

Parking Standards

According to Table 407.14.1 of the ULDC for Parking, an Elementary School would be required to provide 10 spaces plus two per classroom which would be a total of 90 spaces for this site. The final development plan for School "H" provides for 162 parking spaces and a request for parking increase as outlined in Section 407.18 of the ULDC was approved by the DRC with the preliminary development plan on April 7, 2011.

Landscaping

The landscape plan demonstrates that within 20 years 63.2 percent of the paved ground surface area will be under mature canopy. The landscaping plan meets the requirements set forth in Article 4, of Chapter 407 for landscaping of parking areas and Arterial/Collector Street Buffers.

Open Space

The property lies within the northeastern-most corner of the default boundary of the Pine Hill Forest Strategic Ecosystem. It is bounded on the north by NW 39th Avenue, on the east and south by Wellington Place subdivision, and on the west by a 150-foot-wide, cleared GRU transmission line right-of-way. The existing utility right-of-way is the location of the future NW 115th Street – a major collector and rapid transit corridor with dedicated transit lanes.

Most of the property is forested primarily with a mixture of Loblolly Pine and successional hardwoods such as Laurel Oak, Water Oak, and Sweetgum. Steep slopes occur on the southwest portion of the property, as does the highest quality portion of the forest. Based on ground-truthing, the property contains none of the features and resources identified in the KBN/Golder Associates report as important components of the Pine Hill Forest strategic ecosystem. Therefore, the project may proceed through the development plan review process without habitat set-asides typically required for strategic ecosystems (406.33, ULDC). Notwithstanding the above, the development will preserve approximately 22% of the project area as "Natural Areas" primary open space. This includes the areas of steepest slopes and best quality forest.

The final development plan complies with Article 5, Chapter 407 for Open Space by providing a 21.67% or 3.91 acres of open space. The open space area contains natural features such as trees and other vegetation. Due to slope of the property the open space will be useable but not technically accessible by trails. A retaining wall will be provided and access for teachers to enter the open space with children for excursions will be provided.

Stormwater Management

The proposed final development plan includes a basin in the north east corner of the site and has been designed to meet all the Stormwater Management System standards outlined in Article 9, Chapter 407 of the ULDC.

Water and Wastewater Services

The subject property is located within the Urban Cluster and will be served by GRU for water and sanitary sewer.

DEVELOPMENT PLAN EXPIRATION:

An approved final development plan or phase of a development plan shall expire unless a construction, building or other required permit has been issued within 12 months of the date of final approval. Applications for extension of time limit may be processed pursuant to Article 6 of Chapter 402 of the ULDC.

Alachua County
Development Review Committee
Staff Report

STAFF RECOMMENDATION:

Staff recommends **approval with conditions** of the Final development plan for Alachua County Public School "H" and Issuance of a Final CLSC:

Conditions of Final Development Plan approval:

1. Hold the Certificate of Occupancy until EPD is provided documentation that all structures placed in the designated open space area by adjacent property owners have been removed.

2. Please correct the sheet numbers of C2.14 and C2.15. They are both shown as C2.13 on the plan set provided.

3. On sheet C1.00 the sight triangles don't appear to meet the criteria shown in index 546 for a 2 lane 2 way street for SU vehicles at a 60 mph design speed. The "dL" and "dr" distances measured from the plans don't match the table provided in the index. Please clarify this discrepancy.

4. Please redesign the 24" RCP and MES on the east side of the NW 115th Terrace entrance further to the east to ensure that a 4(h):1(v) maximum swale front slope can be maintained. That slope (from the south edge of the unpaved 6% shoulder to the invert of the MES) is currently at approximately 2:1

5. Please label the beginning and ending stations and offsets for the gravity wall shown on sheet C2.13. Also label it on the section views for clarity. The cross sections of the typical turn lane showing the gravity wall does not match the gravity wall Index 520. Ensure that the gravity wall is applicable or provide a retaining wall. Provide structural certification documentation as well. Provide temporary construction easement document and permanent easement document for future public maintenance from the property owner (Ken Brown).

6. Provide a label on sheet C5.10 to identify that the bicycle lane markings are to be placed per FDOT index 17347.

7. Show all pavement markings within the County R/W to be thermoplastic (including those for the bicycle lane).
8. To comply with section 8.3.1 of the FDOT Plans Preparation Manual (Volume 1), please provide a 1 foot level shoulder area along the north side of the 8'

sidewalk. Show this feature on all sidewalk cross sections on sheet C2.15. Provide a "typical" swale section detail to label the 4:1 max front slope, 2:1 max back slope and the 1' level surface at the north edge of the S/W. The sidewalk may need to be pushed 1 foot further south onto school property in order that this requirement doesn't negatively impact the roadside swale carrying capacity. The access easement may need to be widened accordingly. In addition to this requirement also show the proposed grades of the swale front slope on all sidewalk section views.

9. Ensure that the proper permit applications are made for all utility work to occur within County road R/W, including extension/relocation of the GRU water main on the south side of NW 39th Ave.

10. Move the median back to provide a 50 foot dedicated left turn on NW 112th Street and provide appropriate markings.

11. Provide markings per FDOT Index 17346 (Sheet 3 of 14, Scheme 1) on NW 39th Avenue. Provide dimensions on markings as well.

12. For the NW 39th Avenue swale provide a cross-section that does not alter the capacity of the swale. Show calculations for the same.

13. We recommend a modified DBI with traversable slots per Index 231 for S-19.

14. Clarify the intent of GRU regarding the water main shown beneath the new right turn lane pavement. It is difficult to determine if this is stubbed out with a reactive block or if there is a relief valve in place. Be aware that relocation may become necessary during construction and a permit would be required.

May 24, 2011 Regular BoCC Meeting
Agenda Item #35

Title
Professional Services Agreement for post design services for the Three Interim Projects included with the SW 62nd Boulevard Connector Project. (Amended)

Amount
$25,000.00

Description
Request approval of a Fifth Amendment to the Professional Services Agreement with HNTB Corporation for post design services for the Three Interim Projects included with the SW 62nd Boulevard Connector Project.

Recommendation
Approve the Fifth Amendment to the Professional Services Agreement with HNTB Corporation for post design services for the Three Interim Projects included with the SW 62nd Boulevard Connector Project.

Alternative(s)
Reject the contract amendment 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
Fifth Amendment to the Agreement with HNTB.

Documents Requiring Action
Fifth Amendment to the Agreement with HNTB.

Executive Summary
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. A third amendment to the Agremeent with HNTB in the amount of $240,059 was executed to complete 100% plans. With this amendment, the total planning, PD&E, and design amount is $2,120,404. A fourth amendment was executed on July 13, 2010 to extend the contract time in order for HNTB to provide post design services for the SW 62nd Blvd project. At this time, a fifth amendment is required to provide an additional $25,000 for HNTB to provide post design services for the three interim projects.

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 Agremeent with HNTB in the amount of $240,059 was executed to complete 100% plans. With the third amendment, the total planning, PD&E, and design amount is $2,120,404. HNTB's contract expired on September 1, 2010. A fourth amendment was executed on July 13, 2010 to extend the contract time in order for HNTB to provide post design services for the SW 62nd Blvd project. The BoCC approved of the Supplemental LAP Agreement No. 5 with FDOT on April 26, 2011 in the amount of $25,000 for post design servics. This supplemental agreement has been sent to the FDOT for final processing and execution.

Issues
Without this contract amendment 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 Contract Amendment. 100% is reimbursable from FDOT and is within the budgeted amounts.

Fiscal Alternative(s)
N/A

Funding Sources
FDOT

Account Code(s)
Revenue: 349-7910-331.49-00, Expense: 349-7910-541.63-13

Attachment: HNTB Fifth Amendment Final.pdf

FIFTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
HNTB CORPORATION FOR PROFESSIONAL SERVICES

THIS FIFTH AMENDMENT TO AGREEMENT, made and entered into this 24th day of May A.D., 20 11, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and HNTB Corporation, hereinafter referred to as "Professional",

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated June 12, 2007, for the provision of Professional Services, entered into a First Amendment to the agreement dated July 8, 2008, entered into a Second Amendment to the agreement dated December 9, 2008; entered into a Third Amendment to the agreement dated August 11, 2009, entered into a Fourth Amendment to the agreement dated July 13, 2010,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the original agreement dated June 12, 2007 as follows:

A Attachment A to the Agreement is hereby amended to add additional scope as detailed in Exhibit 4, "Scope of Services."

B. Section 1, *Term*, is amended in its entirety to read:

1. Term – This Agreement is effective beginning June 12, 2007 and continuing through June 30, 2013.

C. Section 3, *Duties of the Professional,* is amended in its entirety to read:

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, Exhibit One, Exhibit 2, Exhibit 3, and Exhibit 4.

D. Section 5. a., *Method of Payment*, is amended in its entirety to read as follows:

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.

a. The Professional shall be paid for those services required by this Agreement in the following manner:

i. PHASE 1 - $499,225.24
ii. PHASE 2 - $498,722.54
iii. Additional duties and services per Exhibit 2 - $371,205.74
iv. Scope of Services per Exhibit 3 - $751,250.56
v. Scope of Services per Exhibit 4 - $25,000.00

Payment shall be made based on percentage completion of the tasks listed in Attachment A, Exhibit 2, Exhibit 3, and Exhibit 4. The Professional shall detail on their invoice the task number, task description and percentage complete.

The County may elect to require Professional to perform those optional services listed in Attachment A for Phases 1 and 2, and Exhibit 4 of the Project. The Director of Public Works may authorize these additional services by a written notice to proceed provided to the Professional with copies to the parties listed in Section 11 "Notices" of this Agreement. Payment for Optional Services will be made as follows:

Optional Services for Phase 1 - $18,197.70
Optional Services for Phase 2 - $8,434.88
Optional Services for Exhibit 4 – Costs to be negotiated prior to receipt of written notice to proceed

Payment and detailed Scope of Services for Phase 3 services outlined in Attachment A are dependent on results of Phase 1 and Phase 2 and will be incorporated into this Agreement by formal amendment.

E. The following subsection is added to Section 10, *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*.

10. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

h. As of the execution date of Executive Order Number 11-02, Professional shall begin utilizing the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Professional, to the extend such persons provide Services under this Agreement. Professional shall require all its subcontractors to be bound by the terms of this subsection h.

Professional, as well as its subcontractors, will provide the County written verification its utilization of E-Verify as of the execution date of Executive Order Number 11-02.

F. This Fifth Amendment shall take effect upon the date of execution by the parties under the terms and specifications contained in the Agreement currently in effect.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated June 12, 2007 as amended, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: _____

Print: LUIS DIAZ

Title: ASSOCIATE VICE PRESIDENT

HNTB CORPORATION

By: _____

Print: James P. Anglin, P.E.

Title: Senior Vice President

EXHIBIT 4
SCOPE OF SERVICES ADDENDUM
SOUTHWEST 62ND BOULEVARD CONNECTOR INTERIM PROJECTS
POST DESIGN SERVICES

PURPOSE

The purpose of this Addendum to the scope of services is to define the Post-Design Services (PDS) to be performed by HNTB Corporation (Professional). The Professional was acquired to provide professional services for the Southwest 62nd Boulevard Connector Project by Alachua County Public Works (COUNTY).

This Addendum provides for the Professional, by written request of the COUNTY, to furnish revised plans and any other work effort associated with maintenance of traffic, roadway, drainage, temporary signals, contract maintenance or other services in support of the construction of the interim projects.

SCHEDULE

PDS are services to be performed by the Professional following the delivery of the final plans, engineering and specifications to provide support services to the COUNTY during the construction phase. The term of this Addendum will extend through the final acceptance of the construction phase.

SERVICES TO BE PERFORMED

1. Construction Support Services

Construction support services consist of those PDS that may be required by COUNTY for final acceptance of the construction phase.

These services are intended to deal with changed conditions and/or services not covered in either the original Agreement or Amendments. Services may include, but are not limited to:

1.1. Plans Maintenance

The Professional shall be the custodian of the project documents and shall be responsible for their upkeep during the construction period.

At the conclusion of construction, the Professional, if requested in writing by the COUNTY, shall revise the documents to reflect as-built conditions based on marked-up prints, drawings, and other data furnished to the Professional. At the conclusion of construction or at the COUNTY's request, the Professional shall return all documents to the COUNTY for its use and files.

Contractor shall be responsible for, and Professional shall be entitled to rely on the accuracy and completeness of the marked-up prints, drawings, and other data furnished by Contractor to Professional.

1.2. Engineering Services

The Professional shall provide to the COUNTY qualified engineering services during the construction phase to deal with issues raised during the construction work. Should changed conditions be encountered in the field and when requested in writing by the COUNTY, the Professional shall respond in a timely manner with suitable engineering solutions that take into account the changed conditions.

On-site appearance of the Professional shall be made during construction at the written request of the COUNTY or its designated representative. Professional's on-site appearances, if requested, will be to become generally familiar with the progress and quality of the work to determine, in general, if the work is proceeding in accordance with the design intent of the contract document. However, Professional shall not be required to make exhaustive or continuous so-site inspections to check the quality or quantity of work.

From time to time during construction, the COUNTY may request the Professional or its designated representative to review Contractor proposed field changes or respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

1.3. Review of Shop Drawings

Review of shop drawings and submittals shall be performed as requested by the COUNTY.

Professional shall review and take appropriate action upon the Contractor's submittal of shop drawings, samples of construction material, and product data as required in the construction documents, but only for conformance with the design concept of the Project and with the information given in the construction documents. Review of shop drawings, product data and samples of construction materials shall not include review of dimensions, quantities, calculations, weights, fabrication processes, construction means and methods, coordination of trades or safety factors related to construction or any other items not the responsibility of Professional.

2. As-Built Drawings and Permit Compliance

As-built drawings shall be reviewed by the Professional for both content and accuracy. Drawings that do not meet the requirements of the Contract Documents will be returned to the Contractor for correction. Final as-built drawings shall be submitted by the Contractor to the COUNTY for concurrence of acceptance.

The COUNTY may request the Professional to review the construction to determine if the project was generally performed in compliance with the St. Johns River Water Management District (SJRWMD) permit and/or other permits where review by the engineer-of-record is required. The County may also request that the Professional submit a Certificate of Completion of Construction to the SJRWMD.

Notwithstanding the above, in the event COUNTY requests Professional to submit a Certificate of Completion of Construction, such certificate and all other documents shall be submitted to Professional for review at least 15 days prior to the requested date of execution. Professional shall not be required to execute any certificates or documents that in any way would, in Professional's sole judgment, (a) increase Professional's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities

beyond the scope of this Agreement; or (c) result in Professional having to certify, guarantee or warrant the existence of conditions whose existence Professional cannot ascertain.

3. **COMPENSATION METHOD**

The Professional shall provide PDS services on a limiting amount basis within a total maximum limiting amount of $25,000 as described in Exhibit A of this Amendment. The hourly rates shall be based on the fee schedule attached as Attachment B.

4. Construction Means and Methods

Notwithstanding the above, Professional shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any Contractor, subcontractor, vendor, or other Project participant, not under contract with Professional to fulfill contractual responsibilities to COUNTY or Contractor or to comply with federal, state, or local laws, regulations, and codes.

ATTACHMENT B : FEE SCHEDULE

Firm	Classification	
HNTB Corporation	Principal	$ 245.13
	Project Director	$ 193.94
	Task Manager/Sr Engineer	$ 152.58
	Professional Engineer	$ 114.69
	Engineer II	$ 89.51
	Engineer I	$ 79.88
	CADD/Designer	$ 92.32
	Resident Engineer	$ 122.59
	Sr. Field Representative	$ 106.78
	Sr. Inspector	$ 77.22
	Inspector	$ 57.06
	Project Administrator	$ 62.56
	Clerical	$ 34.37

Exhibit A - Fee Summary Request For Payment

HNTB Corporation
7077 Bonneval Road, Suite 600
Jacksonville, Florida 32216

Southwest 62nd Boulevard Connector Interim Design Projects

HNTB Project No. : 43689-DS 400, 401, 500, 501, 600 and 601
Date Submitted:
Invoice No.:
Period Ending:
Account Number : 349-7910-541-6313

Alachua Project No.: 6313
Alahua County Work Order No.:
Alacha County P.O. No.: 071783
Alacha County Requisition No.: 0000047145
Alacha County Vendor No.: 16565

Southwest 40th Boulevard at Archer Road

Item	Contract Amount	Type	Percent Complete	Amount Complete	Prior Billed	Amount Remaining	Amount Due
A. Post Design Services							
	$ 10,000.00	LA	0.0000%	$ -	$ -	$ 10,000.00	$ -
Total Amount	$ 10,000.00	LA	0.0000%	$ -	$ -	$ 10,000.00	$ -

Southwest 43rd Street at Southwest 20th Avenue

Item	Contract Amount	Type	Percent Complete	Amount Complete	Prior Billed	Amount Remaining	Amount Due
A. Post Design Services							
	$ 10,000.00	LA	0.0000%	$ -	$ -	$ 10,000.00	$ -
Total Amount	$ 10,000.00	LA	0.0000%	$ -	$ -	$ 10,000.00	$ -

Smart Bus Bay

Item	Contract Amount	Type	Percent Complete	Amount Complete	Prior Billed	Amount Remaining	Amount Due
A. Post Design Services							
	$ 5,000.00	LA	0.0000%	$ -	$ -	$ 5,000.00	$ -
Total Amount	$ 5,000.00	LA	0.0000%	$ -	$ -	$ 5,000.00	$ -

Contract Total

Item	Contract Amount	Type	Percent Complete	Amount Complete	Prior Billed	Amount Remaining	Amount Due
GRAND TOTAL	$ 25,000.00	LA	0.0000%	$ -	$ -	$ 25,000.00	$ -

May 24, 2011 Regular BoCC Meeting
Agenda Item #36

Title
Infrastructure improvements in Oakmont Phase 1 Unit 1a. (Amended)

Amount
N/A

Description
Request Approval of the Bill of Sale from Parker Road Community Development District to Alachua County for infrastructure improvements in Oakmont Phase 1 Unit 1a.

Recommendation
That the Board approve and accept the Bill of Sale from Parker Road Community Development District to Alachua County for infrastructure improvements in Oakmont Phase I Unit 1a.

Alternative(s)
Do not approve the Bill of Sale and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public works Department

Attachment(s) Description
Bill of Sale

Documents Requiring Action
Bill of Sale

Executive Summary
Bill of Sale from Parker Road Community Development District to Alachua County for infrastructure improvements in Oakmont Phase 1 Unit 1a.

Background
On June 14, 2005, the Board approved an application for planned development zoning for the Oakmont subdivision, a 999 unit residential subdivision located on Tax Parcel 04427-000-000 at the southeast corner of the intersection of SW 24 Avenue and SW 122 Street, north of Archer Road. On or about May 23, 2006, Parker Road Community Development District was established as a local unit of special-purpose government pursuant to Chapter 190, Florida Statutes, and Chapters 37.1 and 37.2, Alachua County Code, for the purpose of providing infrastructure within the Oakmont subdivision. The Board approved the plat for Oakmont Phase 1 unit 1a on August 10, 2010. Parker Road CDD proposed the attached Bill of Sale, at a real purchase price of zero dollars ($1 for contract recitation), for the purpose of conveying to the County all interest in transportation, drainage, and sidewalk improvements constructed in Oakmont Phase 1 Unit 1a. Bills of Sale are commonly used in Florida for the conveyance of infrastructure to public entities. The Bill of Sale will help Parker Road CDD document that their bond proceeds were spent on public infrastructure. Parker Road CDD intends to first record the plat for Phase 1 unit 1a, construct the infrastructure, and then convey it to the County by execution of the Bill of Sale. If approved by the Board, the Bill of Sale will be held in escrow until the

plat is recorded. The Bill of Sale will then be recorded in the public records at the cost of the CDD.

Issues
This is the first time that the County has accepted a Bill of Sale for infrastructure. This is apparently a common occurrence for community development districts.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Oakmont Bill of Sale Final.pdf

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the **Parker Road Community Development District,** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as the "District" or "Seller"), with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817, and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, to it paid by **Alachua County,** a political subdivision of the State of Florida, (hereinafter referred to as "County" or "Buyer"), with a mailing address of 12 S.E. 1st Street, Gainesville, FL 32601, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto said County, its successors and assigns, the following described property, assets and rights, to-wit:

> All transportation, roadways and drainage improvements and appurtenances thereto, including, but not limited to, paving, curb and gutter, sidewalks, storm drainage structures, manholes, inlets, pipes, mitered end sections, and headwalls at/in Tracts _____ as shown on the Plat of Oakmont Phase 1, Unit 1A, recorded in Plat Book____, Page ____, in the public records of Alachua County, Florida.

TO HAVE AND TO HOLD all of the foregoing unto the County, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the County, its successors and assigns, that it is the lawful owner of the above-described personal property and assets; that said personal property and assets are free from all encumbrances; that Seller has good right to sell said personal property and assets, and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the County, its successors and assigns, against the lawful claims and demands of all persons whosoever.

IN WITNESS WHEREOF Seller has caused this Bill of Sale to be signed in its name on the day and year above-written. Signed, sealed and delivered

Attest:

Parker Road
Community Development District

Joanne Schmieder
WITNESS JOANNE SCHMIEDER

Kelly McCarrick
By: KELLY MCCARRICK
Its: CHAIR

Lynn M Bednar
WITNESS

STATE OF FLORIDA
COUNTY OF Volusia

THE FOREGOING INSTRUMENT was acknowledged before me this day by Kelly McCarrick, as Chairman of the Parker Road Community Development District, a local unit of special purpose government and who is the person who signed the foregoing instrument and acknowledged the execution thereof to be her free act and deed for the uses and purposes therein mentioned. She ____ has produced satisfactory evidence with identification or ___ is personally known to me and did take an oath.

WITNESS my hand and official seal at _____, said County and State, this 20 day of April, 2011.

Lynn M Bednar
NOTARY PUBLIC

Commission Expiration

LYNN M. BEDNAR
Notary Public - State of Florida
My Comm. Expires Mar 4, 2015
Commission # EE 68286
Bonded Through National Notary Assn.

(SEAL)

At a meeting on the 24th day of May, 2011 the Board of County Commissioners authorized the acceptance of this instrument of conveyance and authorized the Chairman to execute this acceptance.

CHAIRMAN, ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Executed on this 25th day of May, 2011.
ATTEST:
J.K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

May 24, 2011 Regular BoCC Meeting
Agenda Item #37

Title
SW 8th Avenue: in connection with the SW 8 Avenue to SW 20th Connection - Connect to SW 61 Street improvement project. (Amended)

Amount
$495,000.00

Description
Request Approval of the Purchase and Sale Agreement between Gainesville Land Investors, LLC and Alachua County in connection with the SW 8 Avenue to SW 20th Connection - Connect to SW 61 Street improvement project.

Recommendation
Approve and execute the Purchase and Sale Agreement in connection with SW 8 Avenue to SW 20 Coonection-Connect to SW 61 St improvement project. That the Chair be authorized to execute any additional documents necessary to complete this transaction.

Alternative(s)
Do not approve the purchase and sale agreement and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works Department

Attachment(s) Description
Purchase and Sale Agreement with location maps and copy of email from Melissa Robinson, Paralegal to David Rosenberg.

Documents Requiring Action
Purchase and Sale Agreement

Executive Summary
Purchase and Sale Agreement between Gainesville Land Investors, LLC and Alachua County in connection with the SW 8 Avenue to SW 20th Connection - Connect to SW 61 Street improvement project.

Background
Public Works negotiated a Purchase and Sale Agreement with Gainesville Land Investors, LLC for a 4.50 acre parcel in order to construct a drainage basin in connection with the SW 8 Avenue to SW 20th Connection - Connect to SW 61 Street improvement project for the full purchase price of Four Hundred Ninety-Five Thousand Dollars and no/100 ($495,000.00) This property is currently encumbered by an existing mortgage which the mortgage holder has agreed to a partial release of mortgage at the time of closing. Copy of email from Melissa Robinson, Paralegal to the sellers attorney, David Rosenberg is attached for reference.

Issues
If this Purchase and Sale agreement is not approved there will be costly delays in the SW 8 Avenue to SW 20th Connection - Connect to SW 61 Street improvement project.

Fiscal Recommendation
$495,000.00 - plus closing costs to still be determined (expenditure)

Fiscal Alternative(s)
That the Purchase and Sale Agreement be denied and request that the Board provide staff with direction.

Funding Sources
Sw 8 Avenue to SW 20th Connection - Connect to SW 61 Street Improvement Project

Account Code(s)
319-7910-541.63-20

Attachment: GVILLE_LAND_INVESTORS_purchase.pdf

PURCHASE AND SALE AGREEMENT BETWEEN ALACHUA COUNTY AND GAINESVILLE LAND INVESTORS

THIS AGREEMENT is made and entered into as of the Effective Date by and between Gainesville Land Investors, LLC a Florida Limited Liability Company (the "Seller") whose address is 1626 Ringling Boulevard, Suite 500, Sarasota, Florida 34236 and ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P.O. Box 2877, Gainesville, Florida 32602-2877 (the "County").

W I T N E S S E T H:

WHEREAS, the Seller owns fee simple title to certain real property located in Alachua County, Florida, as more fully described below (the "Seller's Property");

WHEREAS, the County wishes to acquire fee simple title to the Seller's Property and improvements within the property described below.

A parcel of land being more particularly described by **Exhibit 'A'**, as attached hereto and by reference made a part hereof.

WHEREAS, the Seller wishes to convey the Property to the County.

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

1. SALE OF PROPERTY. The Seller agrees to sell, and the County agrees to purchase the above-described Property; the buildings and improvements (if any) located thereon; and all easements, rights-of-way, privileges, benefits, contract rights, development rights, appurtenances, hereditaments, and permits, and licenses or approvals associated with said real property (collectively, the "Property"); containing approximately 4.5 acres.

2. PURCHASE PRICE. The Seller hereby agrees to sell the Property to the County, and the County hereby agrees to purchase the property from the Seller for Four hundred and ninety five thousand dollars; ($495,000.00); which after credit for the good faith Deposit and Option Fee, will be paid by the County at closing, subject to any adjustments, credits, and pro-rations as set forth herein.

a. The Property is being sold as is, where is, and with all faults, without any representation or warranties whatsoever as to its condition, fitness for any particular purpose, mechanical ability or any warranty expressed or implied.

b. **Deposit**. Within ten business days of execution by both parties, the County shall deposit with SALTER, FEIBER, MURPHY, HUTSON & MENET, P.A. ("Escrow Agent"), the sum of $1,000.00 as a good faith deposit (the "Deposit"). The Deposit shall be placed in a non-interest bearing account. At the closing, the Deposit shall, at the County's option, be returned or credited to the County. The Deposit is in addition to Option Fee described below.

3. SELLER'S OFFER TO REMAIN OPEN; OPTION FEE. The Seller shall be the first party to execute this agreement (the "Offer"), after which, the County shall consider the Offer. An amount equal to ten percent (10%) of the Deposit amount shall be deposited with the Escrow Agent within 10 days after the Seller executes this agreement and shall serve as consideration to the Seller for holding the Offer open (the "Option Fee"). The Seller shall allow The County forty-five (45) days, after receipt of the Option Fee to execute this Agreement. The Seller's Offer shall be irrevocable and remain open during the County's acceptance period. If the County does not execute this Agreement within said period, for any reason other than the Seller's default, then the Seller's sole remedy against the County shall be to retain this Option Fee paid by the County as liquidated and agreed upon damages. It is agreed by the parties that such amount is a fair and reasonable measure of the damages to be suffered by the Seller in the event that the County does not execute this Agreement. This amount shall be applicable to and credited against the Purchase Price at closing. This amount shall be placed in a non-interest bearing account.

4. INSPECTIONS. The County shall have ninety (90) days from the Effective Date of this Agreement ("Inspection Period") to conduct any surveys, surface and subsurface explorations, soil tests, engineering studies, environmental site assessments, and any other inspections of the Property which the County may elect to make ("Inspections"). During the Inspection Period and upon reasonable advance notice to the Seller, the County, by its agents, servants, employees, representatives, consultants, contractors, or licensees shall have the right of entry upon the Property for the purpose of making Inspections. The County shall not unduly interfere with Seller's operation of the Property or the Seller's Property in connection with the performance of any Inspections. Following the County's Inspections, the County shall return the Property to its condition existing immediately preceding the Inspection; shall repair any and all damage to the Property caused by the Inspections; and shall be responsible for injuries or damages caused by the County's Inspections. In the event that any of the County's Inspections, performed by or on behalf of the County, are not satisfactory to the County, the County may terminate this Agreement upon written notification to the Seller during the Inspection Period.

5. EFFECTIVE Date. The effective date of this agreement is the date when the last of the parties executes this agreement.

6. SELLER'S DUTIES. The Seller shall perform the following acts pursuant to the timeline provided by the County:

a. Reasonably respond to inquiries of the County within two business days.

b. Allow access to the Property during the inspection period by the County employees, agents, third party contractors or other parties invited by the County. These parties may access the Property via the main entrance.

c. Reasonably accommodate utility relocations.

d. A breach or delay in the performance of any of these duties by the Seller (for any reason whatsoever) will automatically extend the County's time to complete the

project during the period of breach or delay. In addition, the parties recognize that any breach or delay by Seller could result in increased costs to the County. Thus, upon the Seller's failure to perform any of its duties, the County shall give the Seller 48 hours, written notice, and thereafter, if the duties are not performed, the County may perform those duties. The Seller shall be responsible for all costs associated with the County performing the Seller's duties under this section.

7. DELIVERY OF DOCUMENTATION. Within 5 days of the Effective Date of this Agreement, the Seller shall provide the County with copies of all information in the possession or control of the Seller which relates to the use or development of the Property, including, but not limited to, any specifications for on-site or off-site improvements, prior title policies or reports, copies of all easements, surveys, site plans, engineering reports, environmental reports, reports on water and utility availability and quality, tax assessment records, zoning or other land use applications or stipulations or agreements, and copies of any permits or licenses which relate to the Property.

8. ENVIRONMENTAL SITE ASSESSMENT. This Agreement is contingent on the County being able to obtain an environmental site assessment of the Property, which the County determines, in its sole discretion, to be satisfactory. In the event that any environmental site assessment performed by or on behalf of the County is not satisfactory to the County, the County may terminate this Agreement upon written notification to the Seller during the Inspection Period.

9. WELLS. Any wells located on the Property shall be duly and properly abandoned at the Seller's sole cost and expense prior to the Closing, unless this requirement is waived by the County in writing.

10. TRASH REMOVAL. Prior to Closing, the Seller shall remove any and all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris located on the Property ("Trash") to the satisfaction of the County. If Seller does not remove the Trash, then the County, at its sole option, may elect to: (1) receive a credit from Seller at Closing in the amount of $500.00, with the County thereafter being responsible to remove the Trash and clean up the Property; or (2) extend the amount of time the Seller has to remove all Trash from the Property.

11. SURVEY. The County may have the Property surveyed at the County's sole expense prior to the Closing Date. If the survey shows: any encroachments onto the Property; that improvements (if any) on the Property encroach upon other lands, or upon any easements or building setback lines on the Property; that any improvements on the Property violate any restrictions, contract covenants or applicable building regulations; other matters which materially affect marketability of the Property; or that the Property does not have insurable legal access, then such facts or matters so shown shall constitute a "title defect" for purposes of paragraph 15.

12. EVIDENCE OF TITLE AND TITLE INSURANCE. The Seller shall provide the County with a Commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of the Property from a title insurance company doing business in the Alachua County area and which is acceptable to the County. The Seller shall deliver the Commitment to the County within fifteen (15) days following the Effective Date. The Commitment shall describe the Property; shall be dated later than the Effective Date;

shall be in the full amount of the purchase price; shall have attached legible copies of all instruments referred to therein; and shall disclose the title to the Property to be good, marketable, and insurable, subject only to the exceptions set forth. Any exceptions shown on the Commitment shall constitute title defects for purposes of this Agreement.

13. TITLE DEFECTS. If either the Survey or the Commitment reveals any title defects, the County must give written notice to the Seller of any such title defects not more than twenty (20) days after the date the County receives the Survey or the Commitment, whichever is received last. The Seller shall have a period of thirty (30) days after receipt of notice to cure the title defects ("Title Cure Period"). The Seller shall use reasonable diligence in curing said defects. The Closing Date shall be extended as reasonably necessary to allow the Seller the opportunity to cure the defects. If any title defects, other than those that can and will be cured, or satisfied at Closing, remain un-cleared by the Seller at the end of the Title Cure Period, the Seller shall then give the County written notice of the Seller's failure to cure the title defects and describe with specificity in that notice the title defects which remain uncured. The County then may either terminate this Agreement, or accept the uncured title defects and require the Seller to deliver the title to the Property at Closing in its existing condition. The Seller's reasonable diligence in curing title defects will not include the bringing of appropriate law actions. Reasonable adjustments to the purchase price reflecting any encroachments, shortages, or material difference in the acreage as stated in Paragraph 1 above shall be made by mutual agreement, and if the parties fail to reach such agreement, then either party may terminate this Agreement.

14 CLOSING DATE. Subject to extensions as provided in this Agreement, this transaction shall be closed on or before thirty (30) days following the end of the Inspection Period.

15. GENERAL CONDITIONS TO PERFORMANCE BY THE COUNTY. The County's performance obligations are, at the option of the County, specifically contingent upon:

a. The representations and warranties made by the Seller herein shall be correct statements of fact as of the Closing Date, and at all times between the Effective Date and the Closing Date.

b. All terms, covenants, agreements and provisions of this Agreement to be complied with and performed by the Seller, on or before the Closing Date, shall have been duly complied with or performed.

16. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF the SELLER. The Seller hereby represents, warrants, and covenants to and with the County as follows:

a. From and after the Effective Date, the Seller shall not enter into any contracts, agreements, encumbrances, liens, or other documents or instruments for or regarding the sale, transfer, disposition, assignment, conveyance, encumbrance, lien, pledge, of any Property, or any part thereof, or any interest therein, or which may result in any lien or encumbrance with regard to the Property, or any part thereof, or an interest therein, without the prior written consent of the County.

b. The person executing this Agreement on behalf of the Seller is fully and duly authorized to do so by the Seller, and any and all actions required to make this Agreement and the performance thereof legally binding obligations of the Seller, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for the Seller to enter into or perform this transaction.

c. The Seller has paid (or covenants that the Seller will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Property, subject to the prorations herein provided.

d. Except for the liens, encumbrances, or charges against the Property specifically disclosed in this Agreement, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any businesses conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or charges, which could adversely affect title to the Property after the Effective Date or the Closing Date, and the Seller has no knowledge of any matters pending that could result in a lien against the Property, or in any way substantially adversely affect title to the Property, except as noted herein in item (h) below.

e. From and after the Effective Date, the Seller will not cause, permit, suffer, or allow any change, modification or alternation to be made to the Property, or any part or portion thereof, or its physical condition without the prior written consent of the County.

f. There are no leases on the Property, or any portion thereof, other than those disclosed herein.

g. During the Seller's ownership, the Property has never been used for the dumping, disposal, manufacture, handling, transportation, storage, or usage of any toxic or hazardous wastes or materials, and no such toxic or hazardous waste or materials are present on, in, or under the Property, except in the normal course of the Seller's business. As used herein, "hazardous or toxic wastes or materials" shall mean and refer to any substance or matter giving rise to liability or regulations under any federal, state, or local law, statute, regulation, rule or ordinance.

h. There are no actions, suits or proceedings of any kind or nature whatsoever legal or equitable, to which Seller is a party, affecting the Property, or any portion thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency, or other government instrumentality.

i. To the best of the Seller's knowledge, no commitments have been made to any governmental authority, utility company, school board, church or other religious body, or any homeowner's association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon the County, or its successors or assigns, to make any contribution or dedications of money or land, or to construct, install, or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any

developer of the Property pay directly or indirectly any special fees or contributions, or incur any expenses or obligations in connection with any development of the Property, or any part thereof.

j. To the best of the Seller's knowledge, no portion of the Property has previously been determined to be a wetlands within the jurisdiction of any state agency, the Army Corps of Engineers, any water management district having jurisdiction over the Property, any agency of the City or County in which the Property is located, or any other governmental agency, entity or authority.

k. No person, firm or other legal entity other than the County has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

l. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and does not constitute a violation or breach by the Seller of any provision of any agreement, or other instrument to which the Seller is a party, or to which the Seller may be subject, although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against the Seller.

m. The Seller is not aware of any information or facts concerning the physical condition of the Property, or the existing or proposed governmental regulation of the use or development of the Property, which would materially or adversely affect the value or use thereof which has not been disclosed to the County in writing. In the event that changes occur prior to Closing as to any information, documents, or exhibits referred to in any part of this Agreement, the Seller will immediately disclose same in writing to the County when first made available to the Seller.

n. To the best of the Seller's knowledge, no representation, warranty or covenant in this Agreement, nor any document, certificate or exhibit given or delivered to the County pursuant to this Agreement, when read singularly or together as a whole, contains any untrue statement of a material fact, or omits a material fact necessary to make the statements contained therein true in the light of the circumstances under which they were made.

17. REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County hereby represents and warrants to the Seller as follows:

a. No consent to the transaction contemplated by this Agreement by any person or entity other than the County is required.

b. No representation, warranty or covenant made by the County in this Agreement, nor any document, certificate, or exhibits given or delivered to the Seller pursuant to this Agreement, when read singularly or together as a whole, contains any untrue statement of material fact, or omits a material fact necessary to make the statement contained therein true in light of the circumstances under which they were made.

18. CONTINUING REPRESENTATION AND WARRANTIES. The representations and warranties of the parties contained herein shall be continuing up to

and including the Closing Date and at all times between the Effective Date hereof and the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing.

19. CLOSING COSTS. The County shall pay for the preparation of all closing documents (except those necessary to cure title defects that are the Seller's responsibility); the cost of recording the deed; the deed documentary stamps, and the survey. The Seller shall pay for the Owner's Title Insurance Policy premium (which shall be issued by the Seller's attorney thru Chicago Title Insurance Company), including all related search and abstract fees, the satisfaction or release of any mortgages or liens on the Property, and preparation and recording costs for any curative instruments required. Each party shall pay its own attorneys' fees.

20. CLOSING AGENT. Closing Agent shall be selected by the County.

21. REAL ESTATE COMMISSIONS. All compensation or payments to real estate brokers, or any third parties entitled to receive any compensation or payment in connection with the sale and purchase of the said Property, shall be paid by the Seller.

22. PRORATION OF PROPERTY TAXES. Ad valorem real estate taxes and assessments levied against the Property shall be prorated as of the Closing Date. Real property taxes for all prior years shall be paid by the Seller at or prior to Closing. Real estate taxes for all succeeding years shall be borne by the County. If the amount of taxes for the current year cannot be ascertained as of the closing, the rates, millages and assessed valuations for the preceding calendar year (with known changes) shall be used for purposes of making a tentative proration at closing; however, said taxes shall after Closing be finally re-prorated by and between the Seller and the County upon receipt by the Seller or the County of the statement or statements thereof from the proper taxing authorities.

23. ASSESSMENTS AND FEES. All unpaid public assessments for street, sidewalk or other improvements, if any; city or county garbage disposal fees, incineration fees, fire service fees, and the like; impact fees payable with respect to the Property; and any other fees or payments due to any governmental authority with respect to the Property, shall be fully paid by the Seller at or prior to closing.

24. CLOSING DOCUMENTS. At closing, the parties shall deliver or cause to be delivered the following:

a. The Seller shall convey to the County its interest in and to the Property in the form of the statutory general warranty deed and other instruments reasonably acceptable to the County, free and clear of all liens and encumbrances except (i) the Permitted Exceptions; and (ii) such other exceptions to title appearing in the Commitment which the Buyer has approved or accepted as Permitted Exceptions under the terms hereof.

b. The Seller shall furnish to the County a Seller's affidavit, in form acceptable to the title insurance company and the Closing Agent, sufficient to remove standard printed exceptions in the Title Policy regarding (i) rights or claims of parties in possession; and (ii) mechanic's liens.

c. The Seller shall deliver, or cause to be delivered, such easements and agreements as the County and the Seller mutually agree are necessary to satisfy the conditions to closing set forth herein.

d. The Seller shall deliver satisfaction(s) or release(s) of all mortgages and liens on the Property made, created, or assumed by the Seller or to which the Property is subject.

e. Each party shall deliver evidence of its authority to consummate the sale and purchase and to execute, deliver, and perform this Agreement and the documents referred to in this paragraph, in form and substance reasonably acceptable to the other party hereto, the title insurance company, and the Closing Agent; including without limitation copies of articles of incorporation, bylaws, corporate resolutions, certificates of good standing, authority, and incumbency, partnership agreements, consents, and death certificates, as appropriate.

f. Each party shall deliver any other instruments reasonably required to complete the closing, including without limitation, an appropriate closing statement, any forms required to comply with federal and state tax laws (including a 1099 Form and a nonforeign affidavit as defined by Internal Revenue Code Section 1445), and any forms required by local or state authorities to file the deed.

g. The Seller shall deliver the originals of all development rights, permits, licenses, benefits, consents, or approvals, surveys, soil tests, water, sewer, or other utility capacity verification or reservation, development plans, engineering plans or specifications, tests, reports, studies, appraisals, analyses and similar documents or information in the possession of the Seller pertaining to the Property, together with an assignment of all the Seller's right, title and interest with regard thereto.

25. AUTHORITY. Each party hereby represents and warrants to the other party, which representations and warranties shall be true and shall be deemed to be restated at the Closing:

a. Each party has full authority to bind itself to the obligations stated herein, including but not limited to, providing any necessary resolutions or like documents indicating consent and approval.

b. The execution and delivery of this Agreement and consummation of the transaction contemplated hereby shall not (i) constitute a default under any instrument, document or obligation to which it is now, or may become a party, or by which it may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which it is a party.

26. NOTICES. Any notice, demand, request, or other communication required or permitted by this Agreement or by law shall be in writing, and shall be deemed to be given when (a) delivered in person with signed proof of delivery, (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (such as Federal Express) to the following addresses:

To Seller:

Gainesville Land Investors, LLC
1626 Ringling Boulevard, Suite 500
Sarasota, Florida 34235

With copy to:

David H. Rosenberg, Esq.
David H. Rosenberg, P.L.
1626 Ringling Boulevard, Suite 500
Sarasota, Florida 34236
(941) 361-1153 Ph.
(941) 827-9818 Fx.
David@DHRPL.com

To County:

Alachua County Board of County Commissioners
PO Box 2877
Gainesville, Florida 32602-2877
Attention: Chair

and

Alachua County Public Works Department
PO Box 1188
Gainesville, Florida 32602-1188
Attention: Director

27. DEFAULT.

a. Pre-Closing. If the County fails to consummate the purchase of the Property in accordance with the terms of this Agreement for any reason other than the Seller's default or the County's termination of this Agreement as allowed herein, the Seller's sole remedy against the County shall be to retain any deposit (including any interest earned thereon) paid by the County as liquidated and agreed upon damages. It is agreed by the parties that such amount is a fair and reasonable measure of the damages to be suffered by the Seller in the event of such default and that the exact amount thereof is incapable of ascertainment.

In the event the Seller breaches its covenant to convey the Property to the County or otherwise fails to perform its obligations under this Agreement, for any reason except for the County's default, the County shall be entitled (a) to receive a prompt and complete return of any deposit, and (b) to pursue any and all remedies available under law or equity, including specific performance, and to seek and recover any and all damages available to the County under law or in equity.

28. TERMINATION. If this Agreement is terminated by either party as allowed herein, then any deposit which was made by the County pursuant to paragraph 2 shall be returned to the County, whereupon all parties shall be released from any further obligation under this Agreement.

29. RISK OF LOSS. The risk of loss or damage to the Property from fire, the elements, or other casualty, or from condemnation shall be upon Seller prior to closing. If any such loss or damage to the Property does occur prior to closing, the Seller shall promptly give the County written notice thereof.

The Seller may elect to repair the loss or damage at the Seller's sole cost and expense by giving written notice of said election to the County within 10 days after the occurrence of any such loss or damage, or on the closing date, whichever is earlier. the Seller may postpone the Closing Date by up to 90 days in order to complete such repair. If the Seller fails to repair the Property within said time period to the condition existing prior to such loss or damage, the County may elect to terminate this Agreement. All insurance or condemnation proceedings resulting from any such loss or damage shall belong to the Seller.

If the Seller does not elect to repair the loss or damage, the County may elect to either terminate this Agreement or to close the sale despite the unrepaired loss or damage. Notice of the election must be given to Seller in writing not more than 20 days after receipt of notice of the loss or damage or on the Closing Date, whichever is earlier. If the County elects to close the sale despite the unrepaired loss or damage, the purchase price shall not be abated or reduced, and Seller will have no obligation to repair the Property; however, the Seller shall assign all insurance or condemnation proceeds resulting from the loss or damage to the County.

30. ASSIGNMENT. This Agreement may not be assigned by either party without the written consent of the other party.

31. PERSONS BOUND. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, and permitted assigns.

32. ESCROW. Any Escrow Agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse same in accordance with the terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by the County, and may be treated as a default by the County at the option of the Seller. In the event of doubt as to the Escrow Agent's duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in agent's sole discretion, continue to hold the funds in escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or the Escrow Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit between the County and the Seller, wherein the Escrow Agent is made a party by virtue of acting as an Escrow Agent hereunder, or in the event of any suit wherein the Escrow Agent interpleads the subject matter of this escrow, the agent shall be entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to

be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to the County or the Seller of items subject to escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the agent.

33. ENTIRE AGREEMENT; AMENDMENT; EXTENSION OF DATES. This Agreement contains all of the agreements, representations and warranties of the parties hereto with respect to the Property, and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof. All prior discussions, understandings and agreements are merged into this Agreement, which alone fully and completely expresses the agreements and understandings of the parties hereto. This Agreement may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all parties. Notwithstanding anything to the contrary, the County Surveyor may extend any of the dates herein on behalf of the County if so requested by the Seller.

34. APPLICABLE LAW; VENUE. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

35. SEVERABILITY. In the event any portion of this Agreement is found to be unenforceable, the remainder of this Agreement shall remain in full force and effect if the deletion of such portion shall neither affect the overall intent of this Agreement, nor materially impair the benefits negotiated by each party hereunder.

36. CONSTRUCTION. The provisions of this Agreement have been carefully and fully negotiated between the parties, each of which has relatively equal bargaining power. The terms of this Agreement are to be construed in accordance with their fair meaning and intent and are not to be construed against either party merely because such party or its counsel drafted this Agreement.

37. NO RECORDING OF CONTRACT. The parties agree that neither the County nor the Seller shall cause this Agreement to be recorded in any public records relating to the Property.

38. COUNTERPARTS. This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same agreement.

39. HEADINGS. The captions and headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation hereof.

40. WAIVER. No provision of this Agreement or any rights hereunder may be waived unless such waiver is in writing and is signed by the party waiving such provision or right. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time

for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law or in the provisions of this Agreement shall not exclude other remedies unless they are expressly excluded.

41. SURVIVAL OF REPRESENTATION AND WARRANTIES. The respective representations, warranties, covenants, and agreements of the Seller and the County contained in this agreement shall survive the closing of this transaction and remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their seals and executed this Agreement effective on the day and year indicated below.

Witness

Sign

Kathleen Hattie

Print name

SELLER: Gainesville Land Investors, LLC
A Florida limited liability company

By: CLS Family Partnership, LP
A Delaware limited partnership
Its Sole Manager

By: CLS Family, LLC
A Delaware limited liability company
Its General Partner

By: _____
Charles L. Starr, III, Manager

STATE OF Florida
COUNTY OF Sumter

The foregoing instrument was acknowledged before me on this 7 day of February, 2011 by Charles L. Starr, III, Manager of CLS Family, LLC, a Delaware limited liability company, as the General Partner of CLS Family Partnership, LP, a Delaware limited partnership, as the Sole Manager of Gainesville Land Investors, LLC, who is personally known to me, or who has produced _____ as identification.

_____
Notary (print name)_____
My Commission Expires:_____
Commission No:_____

DAVID HARRIS ROSENBERG
MY COMMISSION # DD 684765
EXPIRES: October 13, 2011
Bonded Thru Notary Public Underwriters

(SEAL)

(SEAL)

BUYER:
BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

J. K. Irby,
Clerk of Circuit Court

Approved as to Form

County Attorney

Exhibit "A"

Gainesville Land Investors, LLC

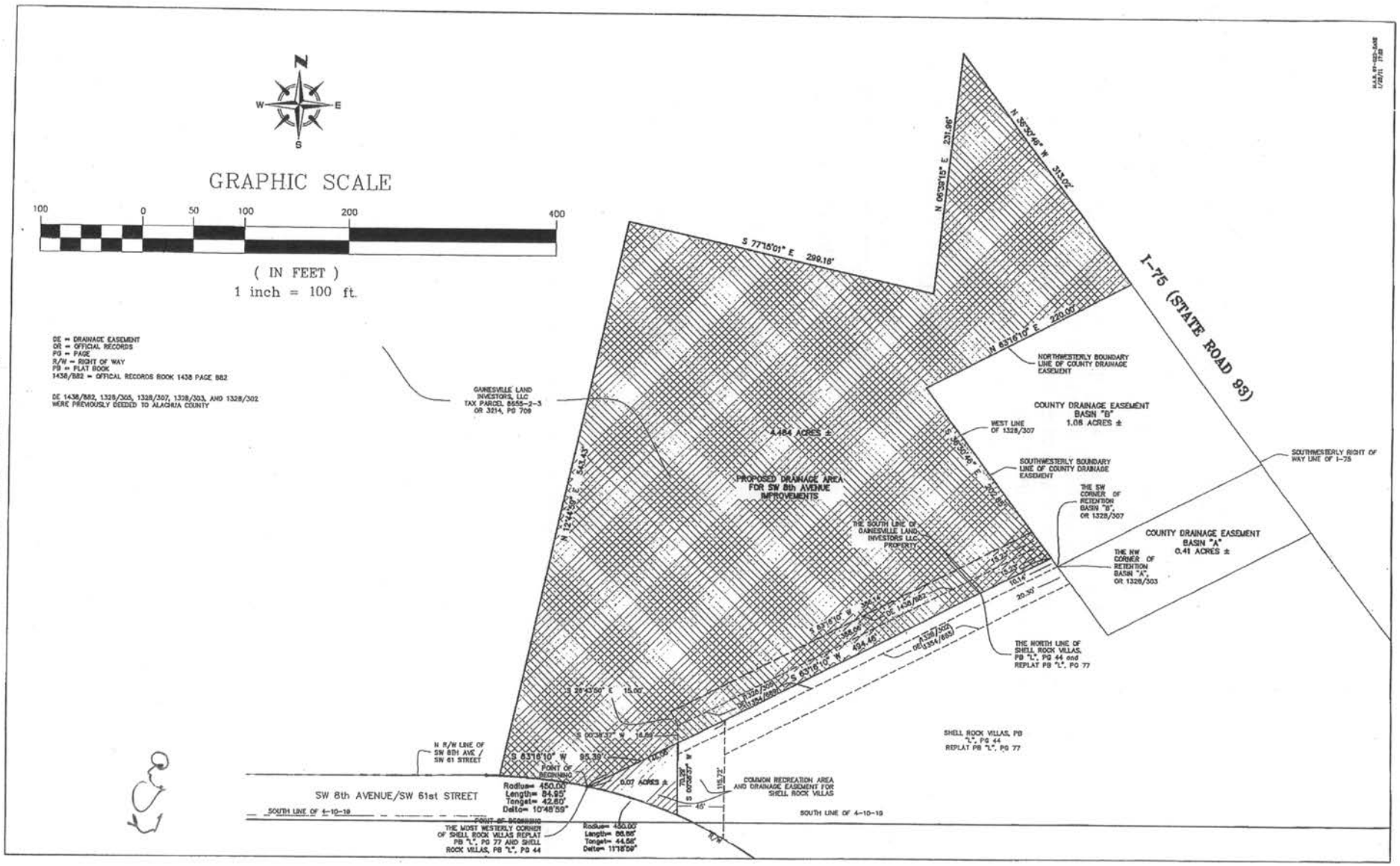
That part of the Southeast ¼ of Section 4, Township 10 South, Range 19 East, Alachua County, Florida, and being more particularly described as follows:

Commence at the most westerly corner of Shell Rock Villas, as per plat recorded in plat Book 'L' page 44 and Shell Rock Villas, Replat, as per plat recorded in Plat Book 'L', page 77, both of the public records of said Alachua County for the Point of Beginning; thence North 63 deg. 16 min. 10 sec. East along the north line of said Shell Rock Villas, and Shell Rock Villas, Replat, and along the south boundary line of the Gainesville Land Investors, LLC property, as per deed recorded in Official Record Book 3214, page 709 of the said public records, a distance of 494.46 feet to an intersection with the southwesterly boundary line of a Alachua County drainage easement, as per easement recorded in Official record Book 1328, page, 307 of the said public records; thence North 36 deg. 30 min. 46 sec. West along the said southwesterly boundary line, a distance of 202.85 feet to the most westerly corner of the said Alachua County drainage easement; thence North 63 deg. 16 min. 10 sec. East along the northwesterly boundary line of the said drainage easement, a distance of 220.0 feet to the most northerly corner of said drainage easement, and also being at an intersection with the southwesterly right of way line of Interstate Highway I-75; thence North 36 deg. 30 min. 46 sec. West along the said right of way line, a distance of 313.02 feet; thence South 06 deg. 39 min. 15 sec. West, a distance of 231.96 feet; thence North 77 deg. 15 min. 01 sec. West, a distance of 299.16 feet; thence South 12 deg. 44 min. 59 sec. West, a distance of

543.43 feet to an intersection with the northerly right of way line of SW 8th Avenue/SW 61 Street, said intersection being a point on a curve concave southerly and having a radius of 450.0 feet; thence Easterly along the arc of the said curve, and along the said northerly right of way line, and through a central angle of 10 deg. 48 min. 59 sec., an arc distance of 84.95 feet to the said most westerly corner of Shell Rock Villas and Shell Rock Villas Replat, for the said Point of Beginning.

Subject to drainage easement's to Alachua County, as recorded in Official Record Book 1438, page 882; Official Record Book 1328, page 305; and Official Record Book 1354, page 689 of the public records of said Alachua County.

Containing 4.5 Acres, more or less.


N
W
E
S
GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.
DE = DRAINAGE EASEMENT
OR = OFFICIAL RECORDS
PG = PAGE
R/W = RIGHT OF WAY
PB = PLAT BOOK
1438/882 = OFFICIAL RECORDS BOOK 1438 PAGE 882
DE 1438/882, 1328/305, 1328/307, 1328/303, AND 1328/302 WERE PREVIOUSLY DEEDED TO ALACHUA COUNTY
GAINESVILLE LAND INVESTORS, LLC TAX PARCEL 8655-2-3 OR 3214, PG 709
4.484 ACRES ±
PROPOSED DRAINAGE AREA FOR SW 8th AVENUE IMPROVEMENTS
S 77°15'01" E 299.18'
N 08°39'15" E 231.96'
N 38°30'49" W 311.02'
N 63°16'10" E 220.00'
I-75 (STATE ROAD 93)
NORTHWESTERLY BOUNDARY LINE OF COUNTY DRAINAGE EASEMENT
COUNTY DRAINAGE EASEMENT BASIN "B" 1.08 ACRES ±
WEST LINE OF 1328/307
SOUTHWESTERLY BOUNDARY LINE OF COUNTY DRAINAGE EASEMENT
SOUTHWESTERLY RIGHT OF WAY LINE OF I-75
THE SW CORNER OF RETENTION BASIN "B", OR 1328/307
COUNTY DRAINAGE EASEMENT BASIN "A" 0.41 ACRES ±
THE NW CORNER OF RETENTION BASIN "A", OR 1328/303
N 12°44'56" E 543.43'
THE SOUTH LINE OF GAINESVILLE LAND INVESTORS LLC PROPERTY
S 63°16'10" W 394.14'
S 63°16'10" W 368.06'
S 63°16'10" W 494.46'
1438/882
1328/305
OR1354/0880
1328/303
OR1354/0880
THE NORTH LINE OF SHELL ROCK VILLAS, PB "L", PG 44 and REPLAT PB "L", PG 77
S 26°43'50" E 15.00'
S 00°38'37" W 14.66'
S 63°16'10" W 95.39'
N R/W LINE OF SW 8th AVE / SW 61 STREET
POINT OF BEGINNING
Radius= 450.00'
Length= 84.95'
Tangent= 42.60'
Delta= 10°48'59"
0.07 ACRES ±
S 00°38'37" W 70.25'
115.72'
45°
COMMON RECREATION AREA AND DRAINAGE EASEMENT FOR SHELL ROCK VILLAS
SHELL ROCK VILLAS, PB "L", PG 44 REPLAT PB "L", PG 77
SW 8th AVENUE/SW 61st STREET
SOUTH LINE OF 4-10-19
POINT OF BEGINNING
THE MOST WESTERLY CORNER OF SHELL ROCK VILLAS REPLAT PB "L", PG 77 AND SHELL ROCK VILLAS, PB "L", PG 44
Radius= 450.00'
Length= 88.80'
Tangent= 44.56'
Delta= 11°18'59"
SOUTH LINE OF 4-10-19

****

Separate Agreement to Hold Offer Open

The Seller, who by affixing the Seller's signature above, and in accordance with paragraph 3, SELLER'S OFFER TO REMAIN OPEN, agrees to hold this offer open. The County Manager, operating within his signature authority as granted by the Board of County Commissioners, executes below for the sole purpose of enacting the provisions of paragraph 3 to keep the Seller's offer open, and to immediately provide the Seller with the Option Fee, as described therein.

Date: 4/7/2011

WITNESS:

ALACHUA COUNTY, FLORIDA

Randall H. Reid,
County Manager

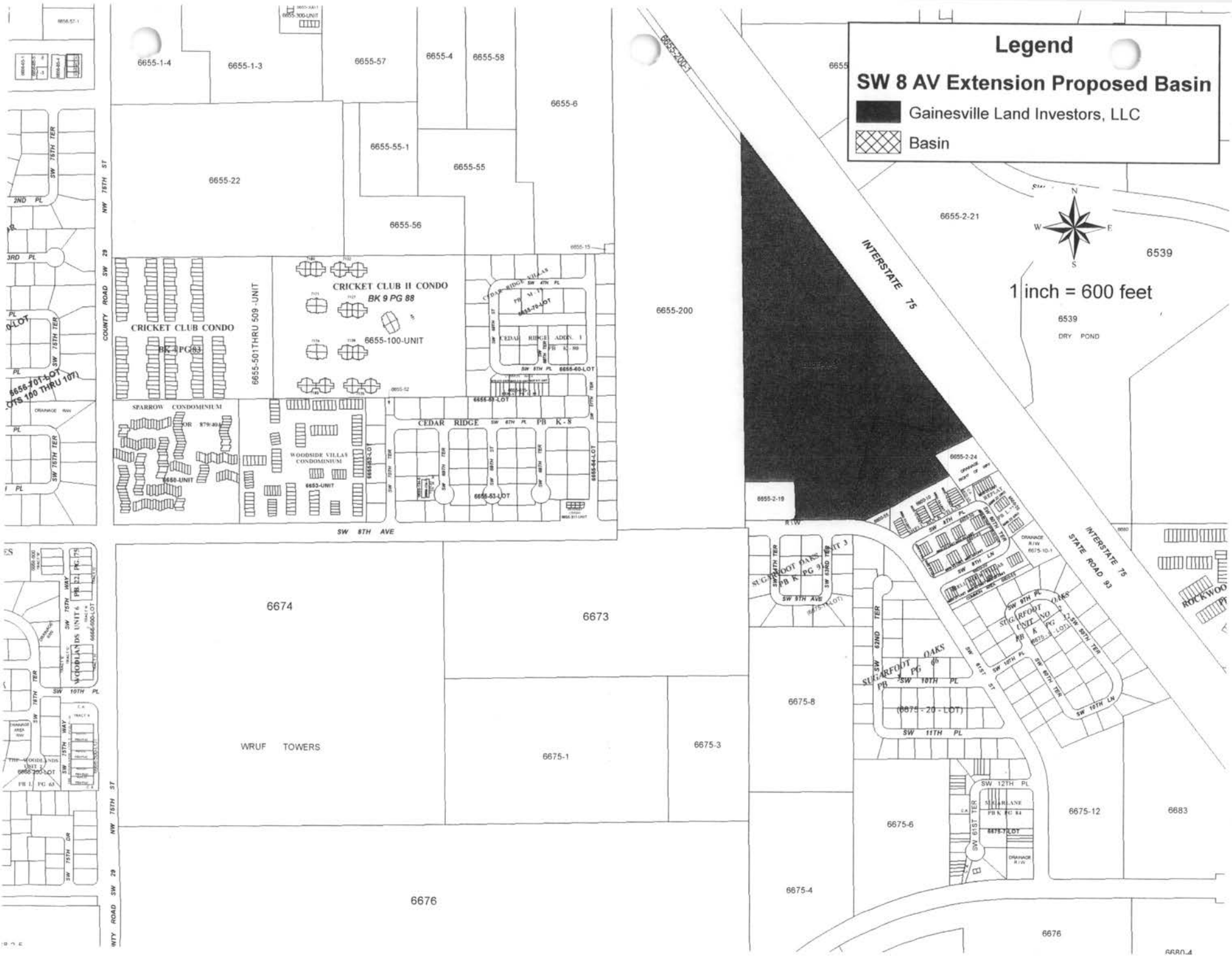
Sign

Print Name

APPROVED AS TO FORM

Alachua County Attorney's Office

****


Legend
SW 8 AV Extension Proposed Basin
Gainesville Land Investors, LLC
Basin
1 inch = 600 feet
INTERSTATE 75
STATE ROAD 93
6655-1-4
6655-1-3
6655-57
6655-4
6655-58
6655-6
6655-55-1
6655-55
6655-22
6655-56
6655-200
6655-2-21
6539
DRY POND
6655-2-19
6655-2-24
CRICKET CLUB CONDO
BK 4 PG 63
6655-501THRU 509 -UNIT
CRICKET CLUB II CONDO
BK 9 PG 88
6655-100-UNIT
SPARROW CONDOMINIUM
6650-UNIT
WOODSIDE VILLAS CONDOMINIUM
6653-UNIT
CEDAR RIDGE
6655-63-LOT
6655-64-LOT
SW 8TH AVE
6674
6673
WRUF TOWERS
6675-1
6675-3
6675-8
6675-6
6675-4
6675-12
6683
6676
SUGARFOOT OAKS
(6675 - 20 - LOT)
SW 10TH PL
SW 11TH PL
SW 12TH PL
SW 61ST TER
SW 62ND TER
SW 63RD TER
SW 75TH WAY
NW 75TH ST
COUNTY ROAD SW 29

May 24, 2011 Regular BoCC Meeting
Agenda Item #38

Title
Corrected Resolution for the Construction and Maintenance Agreement for improvements associated with Archer Braid Bike Path/Trail from the City of Archer to SW 91st Street (Amended)

Amount
N/A

Description
Request Adoption of the Corrected Resolution for the Construction and Maintenance Agreement between Alachua County and the FDOT for improvements associated with Archer Braid Bike Path/Trail from the City of Archer to SW 91st Street.

Recommendation
Adopts the resolution authorizing the County to enter into a Construction and Maintenance Agreement between Alachua County and the FDOT for imporements associated with Archer Braid Bike Path/Trail from the City of Archer to SW 91st Street and authorize the signature of the chair.

Alternative(s)
Do not adopt the Resolution and provide staff with direction

Requested By
Richard Hedrick (contact: Michael Fay 374-5245 ext 1218)

Originating Department
Public Works

Attachment(s) Description
Resolution Location Maps

Documents Requiring Action
Resolution

Executive Summary
At the meeting of April 26th, the BoCC approved a Resolution and Construction & Maintenance Agreement between Alachua County and the FDOT for improvements associated with Archer Braid Bike Path/Trail from the City of Archer to SW 91st Street. The resolution attached to the agenda item incorrectly referenced the agreement as the Memorandum of Agreement versus a Construction & Maintenance Agreement. This action will correct that error.

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 Construction & Maintenance Agreement and enabling Resolution for the project in order to proceed with construction.

Issues

There are some issues anticipated with the construction & maintenance 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: MaintArcherBraidPhase1Reso.pdf
Attachment: ArcherBraidPhase1.pdf
Attachment: locationMap.pdf

RESOLUTION 11- 52

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE COUNTY TO ENTER INTO A CONSTRUCTION & MAINTENANCE 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 CITY OF ARCHER TO SW 91ST STREET AND SR 24/ARCHER ROAD IN ALACHUA COUNTY; AUTHORIZING THE CHAIR TO EXECUTE THE CONSTRUCTION & MAINTENANCE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the FDOT has requested the County to execute and deliver **Construction & Maintenance Agreement** for the Design, Construction and Construction Engineering Inspection of SR 24/Archer Road Trail from the City of Archer 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 **Construction & Maintenance 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 24th day of May, A.D., 2011

SEAL

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

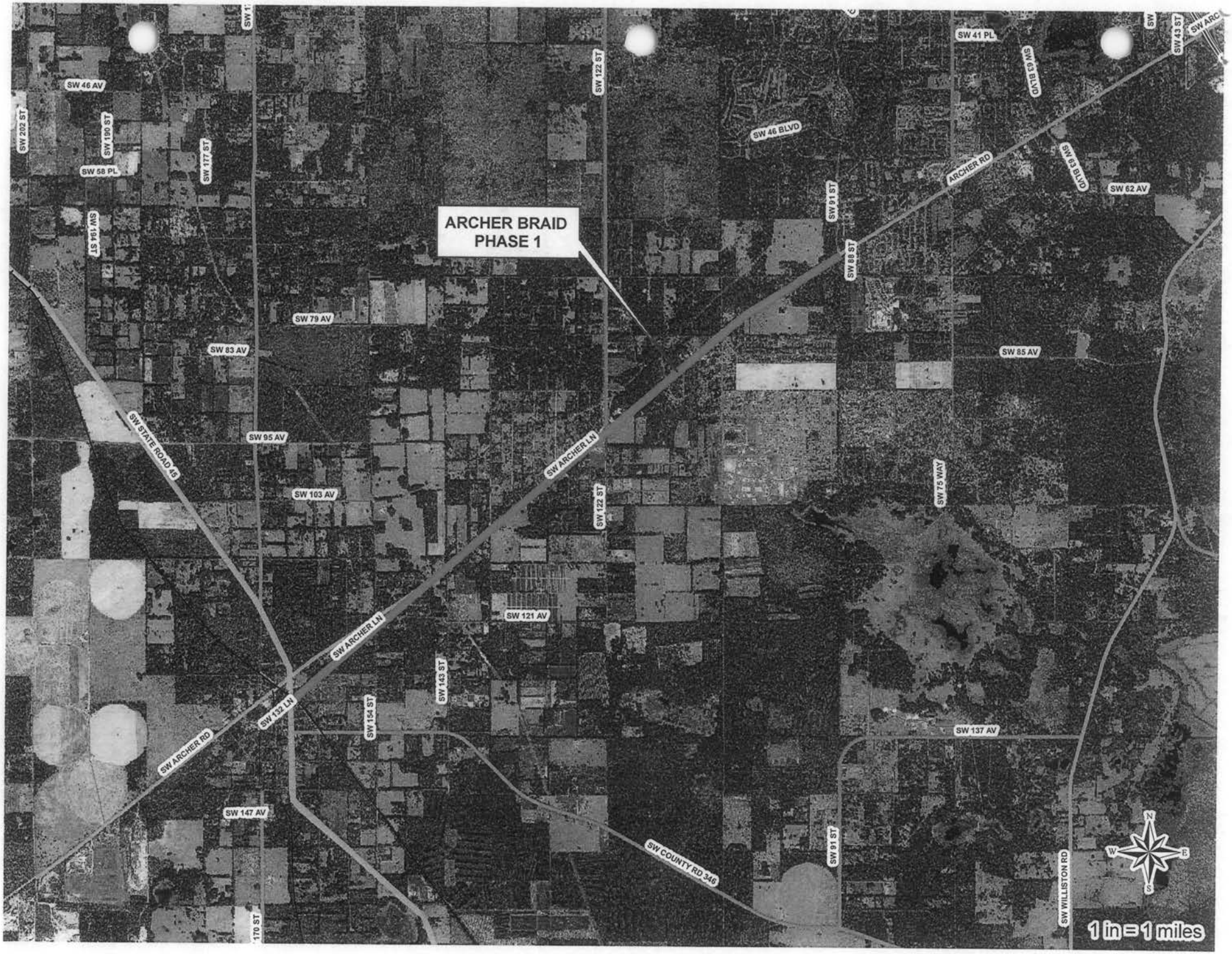
By: _____
Lee Pinkoson, Chair

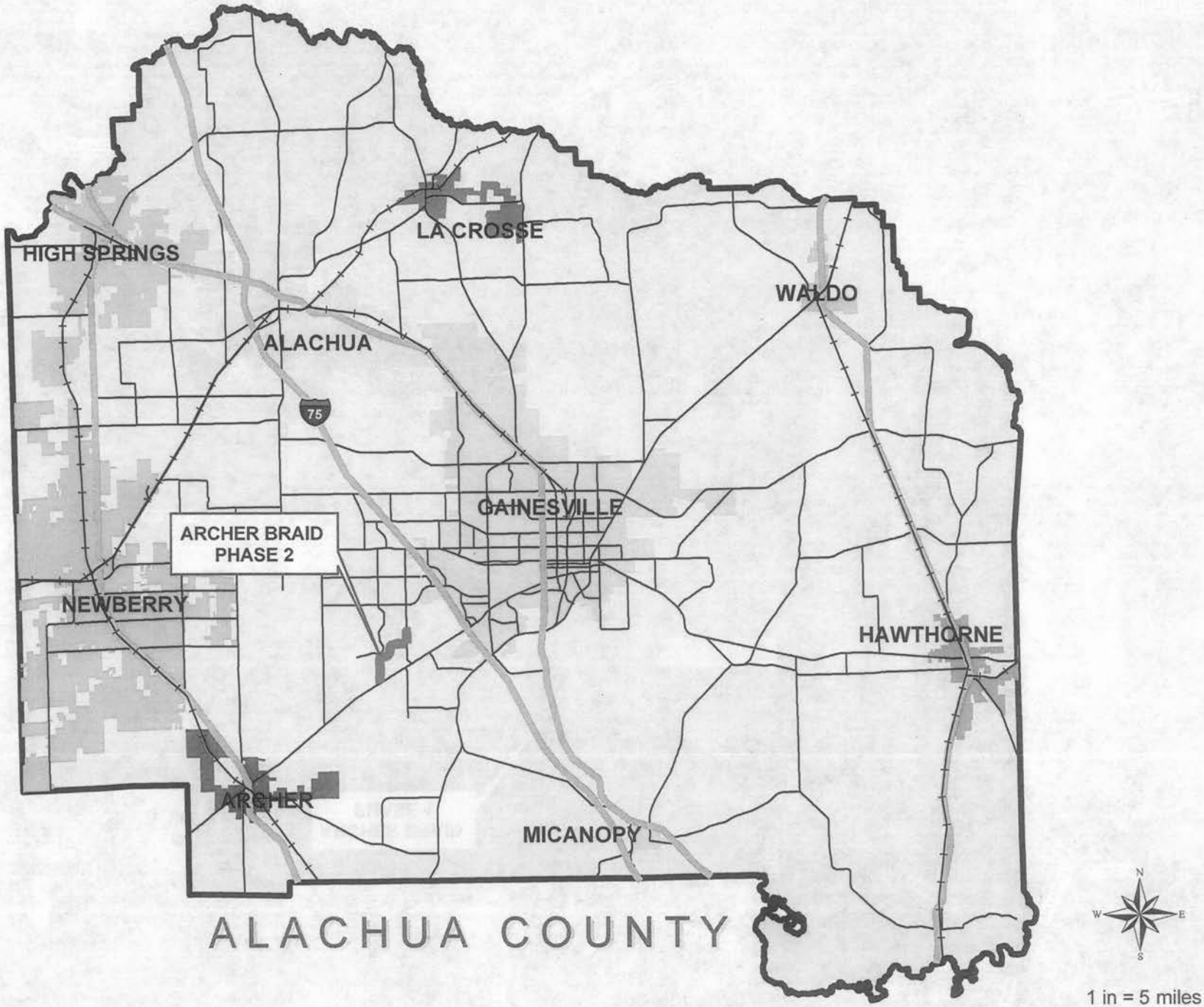
ATTEST:

_____
J.K. Irby, Clerk

APPROVED AS TO FORM:

_____
County Attorney


ARCHER BRAID
PHASE 1
SW 46 AV
SW 202 ST
SW 190 ST
SW 58 PL
SW 177 ST
SW 122 ST
SW 46 BLVD
SW 41 PL
SW 63 BLVD
SW 43 ST
ARCHER RD
SW 62 AV
SW 91 ST
SW 88 ST
SW 79 AV
SW 83 AV
SW 85 AV
SW STATE ROAD 45
SW 95 AV
SW ARCHER LN
SW 103 AV
SW 75 WAY
SW 121 AV
SW 143 ST
SW 132 LN
SW 154 ST
SW 137 AV
SW ARCHER RD
SW 147 AV
SW COUNTY RD 346
SW WILLISTON RD
N
W
E
S
1 in = 1 miles


HIGH SPRINGS
LA CROSSE
WALDO
ALACHUA
75
GAINESVILLE
ARCHER BRAID
PHASE 2
NEWBERRY
HAWTHORNE
ARCHER
MICANOPY
ALACHUA COUNTY
N
W
E
S
1 in = 5 miles

May 24, 2011 Regular BoCC Meeting
Agenda Item #39

Title
MOU with the Tourist Development Council (Amended)

Amount
N/A

Description
Request Approval of the 1st Amendment to the Amended and Restated Memorandum of Understanding between the County and the Tourist Development Council

Recommendation
Approve the 1st Amendment to the Amended and Restated Memorandum of Understanding between the County and the Tourist Development Council

Alternative(s)
Do not approve the 1st Amendment to the Amended and Restated Memorandum of Understanding between the County and the Tourist Development Council

Requested By
John Pricher

Originating Department
Tourist Development

Attachment(s) Description
1st Amendment, Clean copy of Exhibit E, Strikethrough copy of Exhibit E

Documents Requiring Action
1st Amendment to the Amended and Restated Memorandum of Understanding between the County and the Tourist Development Council

Executive Summary
The 1st Amendment to the Amended and Restated Memorandum of Understanding between the County and the Tourist Development Council is required due to changes made to Exhibit E, the Tourist Product Development. The changes are as follows: 1. Reduced the number of paper copies of the application from 12 to 3 and added the submission of a PDF version of the application.2. Divided the funds into 3 categories based on budget: Under $100,000, Between $100,000 and $1 Million, and Over $1 Million.3. The amount of funding in each category is determined by using the prior Fiscal Year's numbers in this manner: the total amount awarded in a category divided the total amount awarded in the program. 4. The percentages of operational dollars versus marketing dollars were changed to include new funding levels of 65% Operation/ 35% Marketing and 55% Operation/ 45% Marketing5. Agencies wishing to reset to entry level percentages, 70% Operation/ 30% Marketing, must voluntarily not participate in the program for 1 (One) Fiscal Year.

Background
Section 38.04(d) of the Alachua County Code sets forth the powers and duties of the Tourist Development Council (TDC). Section 38.04(d) states that the TDC may "perform such other duties as may be prescribed by ordinance or resolution of the

Board of County Commissioners". The award and administration of Tourism Grants was set forth as a duty of the TDC through a Memorandum of Understanding approved by the Board on June 12, 2001 and Resolution 01-81 adopted July 10, 1981. On May 26, 2009, the Memorandum of Understanding was amended and restated.

Issues
If not approved then Tourist Development will not be able to provide a major source of local Arts and Cultural funding with the new criteria that benefits the local agencies .

Fiscal Recommendation
Funds are budgeted for this program

Fiscal Alternative(s)
none

Funding Sources
Tourist Development

Account Code(s)
006-4540

Attachment: TDC 1st Amend Final.pdf
Attachment: ExhibitE_tpdprogramming_wordfy125211_strike.pdf

1ST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT BETWEEN ALACHUA COUNTY AND ALACHUA COUNTY TOURIST DEVELOPMENT COUNCIL FOR THE TOURIST DEVELOPMENT TAX GRANT PROGRAM

THIS 1ST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT is entered into this 24th day of May, 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 Alachua County Tourist Development Council, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the parties hereto previously entered into an agreement dated May 26, 2009, for the provision of establishing the Tourist Development Tax Grant Program; and,

WHEREAS, the parties wish to further amend and restate said agreement;

NOW THEREFORE, the parties agree to further amend and restate the original agreement dated June 12, 2001 as follows:

2. **Duties of the Agency** - The Contractor shall have and perform the following duties, obligations, and responsibilities to the County:

2.4. The Tourism Product Development Grant Program Guidelines, is hereby replaced in its entirety by Exhibit E attached hereto.

This First Amendment shall take effect upon the date of execution by the parties under the terms and specifications contained in the original agreement.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement dated June 12, 2001, as amended, between the parties, shall be and remain in full force and effect.

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:_____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (By Corporate Officer)
By:_____
Print:_____
Title: _____

PROFESSIONAL

By:_____
Print: Paula DeLaney
Title: Tourist Development Council Chair

EXHIBIT E

VISITGAINESVILLE
where nature and culture meet

~~**ALACHUA COUNTY**~~
~~**Cultural, Heritage and Nature-Based**~~

TOURISM PRODUCT DEVELOPMENT PROGRAM

Application Packet

TOURISM PRODUCT DEVELOPMENT PROGRAM
GRANT APPLICATION CHECKLIST

APPLICATION CHECKLIST
Please use this list to make sure that all applicable and required documentation is included. To facilitate review and scoring, please tab all exhibits as shown below.
ANY APPLICATION SUBMITTED WITHOUT BEING IN ORDER, WILL BE CONSIDERED INELIGIBLE. Only attach requested supporting documentation as follows:

Tabs can be actual tabs or sheets of paper labeled with appropriate letter

ALL ORIGINAL SIGNATURES ARE TO BE IN BLUE INK

Application Item	Tab as Exhibit	Completed
Completed Organization form with Signatures	A	
Research	Write all of these sections together as exhibit "B"	
Program goals and objectives that show a Tourism benefit		
Detailed marketing plan: Include Budget, matching funds, and process for evaluating results		
Cooperation with existing VCB or cultural affairs marketing program		
Collaboration with other cultural, heritage, or nature-based organizations.		
Materials referenced in Section B	C	
Organization Mission Statement	D	
Narrative of organization's history	E	
List of current board members	F	
~~Organizations prior year application – Section B only~~	~~G~~	
Organization's annual budget	~~H~~ G	
Letters of support for the project (place all letters together)	~~I~~ H	
~~**Twelve (12) copies (1 original and 11 copies)**~~ **Three (3) copies (1 original and 2 copies) and a PDF Version** of the completed and signed application and all supporting documentation must be submitted to the Visitor and Convention Bureau.		

Signature of Applicant

GRANT APPLICATION COVER PAGE
ALACHUA COUNTY TOURISM PRODUCT DEVELOPMENT GRANT

Requested Amount: $ _____

Legal Name of not-for-profit entity: _____

Project/Activity Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Phone: _____ Fax: _____

Email Address **(mandatory):** _____

Incomplete applications will not be considered for funding.
~~**Twelve (12) copies (1 original and 11 copies)**~~ **Three (3) copies (1 original and 2 copies) and a PDF Version** of the completed and signed application and all supporting documentation must be submitted to the Visitor and Convention Bureau the deadline date specified each year to be eligible for funding.

The Applicant Hereby certifies that the following documents, which are required for consideration of this application packet, are complete and accurate, and in the following order.

Completed Organization form with signatures
A list of current board members AND organization mission statement
An organization history and prior year's tourist tax funding history
A letter from the agency authorizing the grant request or a copy of board minutes approving grant application
Organization's annual budget
An organizational chart showing paid and unpaid positions and chain of command
Copy of the applicant's current IRS determination letter or letter of non-profit status
Letters of authorization from partners acknowledging partnership and level of commitment (if applicable)

_____ _____
Signature of authorizing official (board chair) Signature of contact person

_____ _____
Typed Name Date Typed Name Date

Alachua County
Culture, Heritage and Nature-Based Attractions and Programs
Tourism Product Development Application

There will be no exceptions to the following new rules. Applications that do not follow the rules below will not be accepted:

All applicants will be required to have a valid email address. If you do not have an email address, now is the time to establish one. Many sites offer free web-based email addresses.

Original signatures **MUST** be in blue ink only.

Binders or folder of any kind will not be accepted. All applications are to be left corner stapled.

Only put in the grant what is requested, do not provide pictures, brochures, or additional information unless specifically requested.

A separate application will be required for each program requesting funds.

PURPOSE:

The Alachua County Board of County Commissioners in partnership with the Tourist Development Council, and the City of Gainesville have contracted the assistance of the City's Division of Cultural Affairs to oversee the grant program provided for under Chapter 38 of the Alachua County Code of Ordinances and according to the provisions of 125.0104 Florida Statutes, and in conjunction with the Alachua County Vision Statement. The intent of this competitive grant program is to work with community-based culture, heritage and nature-based attractions and organizations to enhance established events and create new products that have the demonstrated potential to aid in the development of the tourism economy for Alachua County. A proposal and application process has been developed to insure the highest and best use of all funds in meeting the intent of the program. This process will also aid in providing a tool to measure return on investment for the new Tourism Product Development (TPD) Program.

GENERAL PROGRAM GUIDELINES:

All governmental institutions and municipalities including the City of Gainesville, cultural, heritage, and nature-based community organizations that operate within the boundaries of Alachua County are welcome to propose "out of County" marketing plans that feature activities, venues, events and services that will measurably increase the tourism economy for Alachua County and her citizens. All organizations must have not-for-profit status.

A cap of $50,000.00 total funding request per agency whose budget exceeds $100,000 and $25,000 per agency whose budget is below $100,000. The funding beginning in FY 12 will be divided into three categories based upon an agency's cash expenditures. The three categories are Under $100,000, Between $100,000 and $1 Million and over $1 Million. The amount of funding in each category will be determined

by the total amount awarded in each category divided by the total amount awarded. The percentages will be based on the figures from the previous fiscal year application process so fluctuations could occur in the amounts for each category. The chart below is based upon the figures from FY 11.

FUNDING LEVEL	Total Category Award	Total Award Amount	% of Available Funds
Under $100,000	$55,672.50	$398,270.11	13.98%
$100,000 to $1 Million	$222,690.00	$398,270.11	55.91%
Over $1 Million	$119,907.61	$398,270.11	30.11%

"Out of County" marketing is defined as advertising, promotions, direct sales, publicity and sales activities that take place AND are directly targeted to persons and groups who live outside the boundaries of Alachua County. Adhering to this definition will encourage the investment of new out-of-area dollars in the Alachua County economy rather than moving around discretionary entertainment dollars available to County citizen/residents. To qualify for reimbursement, the marketing must have a verifiable viewership/readership of at least 51% outside of Alachua County. Marketing that does not fit this criteria will be charged against the program operations portion of the grant.

To pursue this strategy for diversifying and growing the community economy, the Tourism Product Development (TPD) grant program will be designed to encourage organizations to gradually reduce their dependence on these grant funds and move toward higher levels of direct market investment. The table below describes the distribution of funds between program operations and out of town marketing.

Year	Program Operations	Out of Town Marketing
1	70%	30%
2	65%	35%
3	60%	40%
4	55%	45%
5	50%	50%
6	40%	60%

The above scale will be applied to all applications. The Tourist Development Council will determine the funding award for each application. The 40/60 split will be applied to all years after Year ~~4~~ 6 for continuing programs. The Visitors Bureau and Cultural Affairs staffs are responsible for determining the percentages that are applied to each award. ~~For an agency that has received funds to remain in the Year 1 category, clear and significant evidence must be shown as to how the new application differs from the previous year or years.~~ Beginning in FY 12, to reset its funding percentage levels to Year One an agency must not request funding for one fiscal year.

For example, ~~Year 1 application is for the marketing of a season of shows or performances. Year 2 application is for the marketing of a season with a different slate of shows or performances. This application will move to the Year 2 percentages because it is still marketing the agency's season~~

~~regardless of the fact that the slate of shows has changed~~ an agency receives funding in FY 11, funding level is set at 50% operation/ 50% marketing. Agency chooses not to submit an application for FY 12. Agency would be reset to Year One funding levels with successful application in FY 13.

The following is an example of a non-reset. An agency receives funding in FY 11, funding level is set at 50% operation/ 50% marketing. Agency submits an application for FY 12 funding. Agency does not receive a qualifying score for funding. Agency submits a successful application in FY 13. Agency would be funded at the next year of service level. In this example, agency would be funded at Year Six level, 40% operations / 60% marketing.

Each agency shall submit a year end report to the Visitors and Convention Bureau no later than **November 30.** The preferred method of delivery is an electronic format (Word or PDF). Hardcopies will be accepted as well.

ALLOWABLE EXPENDITURES

TPD Funding is restricted to specific program operation expenses and the advertising and promotion of the cultural, heritage or nature-based, venue, activity service or event that is targeted to tourists. It is the intent of this program to stimulate and encourage the development of new experiences for visitors to Alachua County to promote these experiences effectively and to measure the return on tourist tax investment dollars. The allowable expenditures for the creation and marketing of activities, venues, services and events are listed below. The percent allowable for operations and marketing expense is described in the above table and paragraph.

MARKETING EXPENSE:

Advertising and promotion must take place in areas outside the boundaries of Alachua County. Promotional activity that seeks to attract overnight visitors will be scored higher than that which seeks to attract day-trippers from bordering and other nearby counties.

- Printing
- Copying/duplicating
- Ad placement in or on: These media outlets MUST have at least **50%** of their readership; listener-ship; or viewer-ship audience outside the boundaries of Alachua County.
  - ❖ Newspapers
  - ❖ Magazines
  - ❖ Radio
  - ❖ Television
  - ❖ Websites
- Direct mail, postage and handling
- Telemarketing
- Brochure or program distribution outside the County
- Internet website development and management (Specific to the activity, venue, service or event and targeted to outside County visitors)

OPERATIONS EXPENSE

Operating expenses are allowable when they logically and defensibly can be attributed purely to the development/production of the activity, service or event that is specifically targeted to attract visitors to Alachua County. Examples of allowable expenses include, but are not limited to:

- Event specific coordination services
- Staging rental
- Support service expense including security and cleaning
- Site/tent rental
- artist(s) fees for performance
- artist(s) related travel expenses

Note: **All personnel costs (including graphic design) will come out of the Operating Expense Category.** Commitment to defraying expense through in-kind volunteer labor will be considered favorably by the funding selection committee. E.g.; (Use of volunteers for site clean-up as compared to paying for an outside vendor.)

NON-ALLOWABLE EXPENSES

- Annual operating expenditures of the organization;
- Professional, legal, medical, engineering, accounting, auditing, or other consultant services;
- Salaries of full-time staff or supplements for salaries of existing staff; employment of personnel not directly related to the event;
- Real property; Capital improvements, including but not limited to new construction, renovation, restoration and installation or replacement of fixtures;
- Tangible personal property, including but not limited to office furnishings or equipment, permanent collections or individual pieces of art;
- Interest or reduction of deficits or loans. Expenses incurred or obligated prior to or after funding period;
- Travel, accommodations, and personal expenses for agency staff or board members.
- Events which are restricted to private or exclusive participation; Private entertainment, food or beverages;
- Making payments or reimbursements for goods or services purchased for previous or other events;
- Fundraisers

NOTE: All grantees must show on promotional materials: the Alachua County Visitor & Convention Bureau logo and website AND/OR the following: "This activity/service/venue/event/ has been funded in part by a Tourist Development Tax Grant from the Alachua County Board of County Commissioners in conjunction with the Alachua County Tourist Development Council."

APPLICANTS MUST DECRIBE THE FOLLOWING SECTIONS IN WRITING TO BE ELIGIBLE FOR FUNDING

A cap of $50,000.00 total funding request per agency whose budget exceeds $100,000 and $25,000 per agency whose budget is below $100,000.The information required below will not exceed 7 double sided pages. Font sizes will be no smaller than 10 and no larger than 12

RESEARCH (15 Points)
Describe how the organization will gather research that measures the participation of out-of-County residents in the venue, service, activity or event being funded.

PROGRAM GOALS AND OBJECTIVES THAT SHOW A TOURISM BENEFIT (20 Points)
Applicant organizations must delineate the goals and objectives of their organizations and the specific venue/service/activity/event as each relates to a **MAIN** purpose of promoting tourism. Applicant organizations must describe how the venue/service/activity or event marketing program will attract new visitors to Alachua County and the economic benefits to be derived for the citizens of the County as a result of this marketing grant. The application should also describe how and which of the key market segments (Visiting Friends and Relatives, Sports, Meetings and Conferences, Culture and Nature) are addressed by the venue/service/activity/event. Examples would include overnight stays in paid accommodations; anticipated gate/ticket sales, program fees; related retail sales; related food and beverage sales; etc.

DETAILED MARKETING PLAN (45 Points)
Applicant organizations must provide a description of the venue, service, activity or event that will be promoted. All elements of the marketing effort including but not limited to; brochures, websites, advertisements, direct sales, etc. with their specific costs should also be included. The organization should show how they are contributing resources to this event, activity or venue's promotion. In-kind contributions of staff and financial resources should be included. The applicant organization must indicate how they will measure return on the investment of tourist tax funds.

COOPERATION WITH EXISTING VCB OR CULTURAL AFFAIRS MARKETING PROGRAMS: (5 Points)
Describe how the applicant will utilize help from the VCB or Cultural Affairs marketing efforts. Examples would include advertisements in cooperative newspaper or magazine buys; working in partnership to attract editorial coverage; website linkage and much more. Workshop participation is required of all applicants. The workshops will provide a regular opportunity to share ideas on ways to cooperative package the destination and various venues, activities, services and events.

COLLABORATION WITH OTHER CULTURAL, HERITAGE OR NATURE-BASED ORGANIZATIONS: (10 Points)
Applicants will clearly demonstrate that they are working collaboratively to provide Alachua County visitors with information needed to encourage longer lengths of stays; that they are working collaboratively to provide enhanced visitor experiences by designing events and programs in existing venues; and that they are cross-marketing to visitors to take advantage of the visitor who is already present in the destination and encourage that person to explore other services, activities, venues and events.

ATTENDANCE AT TPD GRANT WORKSHOP: (5 Points)
5 points for organization representative at meeting.

SCORING RANGES
TOURISM PRODUCT DEVELOPMENT PROGRAM

95-100 points	**Up to 100%**
89-94 points	**Up to 90%**
83-88 points	**Up to 80%**
77-82 points	**Up to 70%**
71-76 points	**Up to 60%**
70 points and Below	**No Funding**

Applications must be received by 3:00 p.m. at the
Visitors and Convention Bureau Office
30 East University Avenue

May 24, 2011 Regular BoCC Meeting
Agenda Item #40

Title
Annual Liquid Asphalt Material: Annual Bid 12-49. (Amended)

Amount
Annual Estimated Budget $300,000.00

Description
Request Approval of the Finance Report to approve and award Annual Bid 12-49; Annual Liquid Asphalt Material.

Recommendation
Approve the award of Annual Bid 12-49; Annual Liquid Asphalt Material to North Florida Emulsions, Inc., as the lowest responsive and responsible bidder meeting specifications and authorize the Purchasing Manager to sign the purchase orders.

Alternative(s)
That the Board reject the award of Annual Bid 12-49; Annual Liquid Asphalt Material.

Requested By
Richard Hedrick

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approve the award of Annual Bid 12-49; Annual Liquid Asphalt Material to North Florida Emulsions, Inc., as the lowest responsive and responsible bidders meeting specifications.

Background
Bid 12-49; Annual Liquid Asphalt Material was advertised on March 2, 2011 and March 9, 2011. The deadline for receipt of bid was April 6, 2011. One (1) vendor responded for Annual Bid 12-49; Annual Liquid Asphalt Material.

Issues
If Annual Bid 12-49; Annual Liquid Asphalt Material is not approved the Public Works Department would be unable to purchase Liquid Asphalt Material for road projects.

Fiscal Recommendation
Sufficient funds exist to cover the purchase orders

Fiscal Alternative(s)
Gas Tax Uses, 5 Cent Local Option Gas Tax, Gas Tax Revenue Bnd, 2008

Funding Sources
Gas Tax Uses, 5 Cent Local Option Gas Tax, Gas Tax Revenue Bnd, 2008

Account Code(s)
Gas Tax Uses, 5 Cent Local Option Gas Tax, Gas Tax Revenue Bnd, 2008

Attachment: 12_49FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

May 10, 2011

MEMORANDUM

To Alachua County Board of County Commissioners

From: Betty Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

Subject: **Bid # 12-49; Annual Liquid Asphalt Material**

Deadline for Receipt of Bids:	2:00 PM, Wednesday, April 6, 2011
Advertisement Dates:	March 2, 2011 and March 9, 2011
Notifications sent to:	218 Vendors
Solicitations Requested by:	9 Vendors
Bid(s) Received From:	1 Vendor

Firms:

North Florida Emulsions, Inc.
Palatka, FL

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the award of Annual Bid #12-49; Annual Liquid Asphalt Material to North Florida Emulsions, Inc., as the lowest responsive and responsible bidders meeting specifications and authorize the Purchasing Manager to sign the purchase orders.

APPROVED THIS 24th DAY OF May, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Chairperson

ATTEST:

Clerk

LS/mm

May 24, 2011 Regular BoCC Meeting
Agenda Item #41 .

Title
Authorization to Advertise Public Hearing on Change to Reserve Area for City of Gainesville (Amended)

Amount
$750.00

Description
The City of Gaineville has proposed an increase in its Reserve Area established under the Boundary Adjustment Act as part of the five year review of Reserve Areas for annexation provided under the Act.

Recommendation
Authorize advertisement of Public Hearing on updated Reserve Area and associated Statement of County Services for the Gainesville Reserve Area in accordance with the Boundary Adjustment Act.

Alternative(s)
Do not authorized advertisement of Public Hearing and provide alternative direction.

Requested By
Ken Zeichner, AICP, Principal Planner on behalf of County Annexation Team 374-5249

Originating Department
Growth Management

Attachment(s) Description
Draft Resolution with Exhibit A of proposed revised Reserve Area for the City of Gainesville and Exhibit B Statement of County Services for the Gainesville Reserve Area; Excerpts from Boundary Adjustment Act on Five Year Review of Reserve Areas, Criteria, and Designation of Reserve Areas; Letter from City of Gainesville dated April 28th with Proposed Reserve Area Change and analysis of how it meets BAA criteria; Detailed Map of City of Gainesville Proposed Reserve Area Addition.

Documents Requiring Action
NA (Authorization to Advertise Public Hearing)

Executive Summary
The Boundary Adjustment Act (BAA), a special act of the legislature governing annexation in Alachua County, provides for designation of "reserve areas" setting the boundaries within which each municipality may annex. The BAA provides for review of Reserve Areas every five years. The last updated was completed in 2006. In accordance with the BAA the County initiated the five year review in January 2011 with letters to municipalities asking if they desired to change their Reserve Areas as adopted in 2006. Eight municipalities did not identify any desired change, and the County Commission reviewed those responses on March 22nd and also indicated no desire to change the Reserve Areas. The City of Gainesville has proposed a change to its Reserve Area.

Background
The Alachua County Boundary Adjustment Act (BAA) was adopted as a special act by the Florida legislature in 1990 "to set forth procedures for establishing municipal reserve areas and for adjusting the boundaries of municipalities through annexations..." within Alachua County. The purposes identified in the BAA are to: (1) Ensure sound urban development and accomodation to

growth; (2)Ensure the efficient provision of urban services to areas that become urban in character; (3) Ensure that areas are not annexed unless municipal services can be provided to those areas; (4) Promote cooperation between municalities and Alachua County regarding the provision of services and regulation of urban areas at the boundaries of municipalities; (5) Assure that the procedures relating to annexation protect all parties affected; (6) Encourage development in designated reserve areas that efficiently utilize services and prevent sprawl. The BAA provides procedures for amending reserve area designations and statements of services through review every five years. Excerpts from the BAA relating to this five year review, the establishment of reserve areas, and criteria for designating reserve areas area are attached. In January 2011, Alachua County initiated the review of the Reserve Areas as last updated and adopted by Resolutions of the County which became effective in March 2006 by letter from the County Manager to each City Manager requesting them to indicate whether they desired to change the reserve area for their municipality or continue the Reserve Area as last adopted in 2006. Eight municipalities responded and did not identify a desire to change their reserve area. The City of Gainesville indicated a desire to change its Reserve Area. In reviewing the Reserve Areas and the responses from the municipalities at its meeting on March 22nd, the County Commission indicated it had no desire to change the Reserve Areas adopted in 2006. At a Public Hearing on April 21st, the City of Gainesville Commission proposed a change to its Reserve Area as described in the attached letter from Gainesville City Manager Russ Blackburn dated April 28th. The area proposed to be added by the City of Gainesville to its 2006 Reserve Area of approximately 69,000 comprises approximately 1600 acres of Paynes Prairie State Preserve generally south of Waldo Road. A draft Resolution including a map (Exhibit A) showing the proposed updated Reserve Area for the City of Gainesville and an updated Alachua County Statement of County Services for the Gainesville Reserve Area (Exhibit B) is attached. The BAA calls for "public notice" for public hearings under the Act to consist of "publication of the time and place of the hearing, including a short description of the proposed action, at least once a week for the two consecutive weeks immediately proceeding the date of the hearing in a newspaper of general circulation in the county."

Issues
Should the County Comission authorize advertisement of Public Hearing to consider Resolution designating an updated Reserve Area Boundary for the City of Gainesville and adopting an updated Statement of County Services for the Gaineville Reserve Area?

Fiscal Recommendation
NA

Fiscal Alternative(s)
NA

Funding Sources
General Fund

Account Code(s)
001-6500-554.49-04

Attachment: Gville Reserve Area Addition Detailed Map.pdf
Attachment: Gville Reserve Area Proposal April 28 2011.pdf
Attachment: Boundary Adjustment Act Excerpts.pdf
Attachment: Resolution Exhibit A Reserve Area Map.pdf
Attachment: Draft Resolution.pdf
Attachment: Resolution Exhibit B Statement of County Services.pdf

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, DESIGNATING AN UPDATED RESERVE AREA BOUNDARY FOR THE CITY OF GAINESVILLE AND ADOPTING AN UPDATED STATEMENT OF COUNTY SERVICES FOR THE GAINESVILLE RESERVE AREA; PROVIDING FOR REVIEW EVERY FIVE YEARS; PROVIDING FOR FURNISHING OF COPIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Alachua County Boundary Adjustment Act, Chapter 90-496, Special Act, Laws of Florida, as amended by Chapters 91-382 and 93-347, codified in Chapter 225, Alachua County Code ("the Act"), is a special act governing municipal annexations in Alachua County; and

WHEREAS, the Act provides for the designation of Reserve Areas, which are areas reserved for annexation pursuant to the procedures in the Act by the municipality for which the area is designated; and

WHEREAS, each of the nine municipalities in the County participated in the implementation of the Act and the last update of Reserve Areas and associated Statements of Services adopted by resolutions of the Board of County Commissioners on January 10, 2006 which became effective on March 13, 2006; and

WHEREAS, the Act requires that Alachua County ("the County") and municipalities review Reserve Area designations and associated Statements of Services every five years; and

WHEREAS, in January of 2011, the County initiated the five year review called

for by the Act; and

WHEREAS, in response to the five year review initiated by the County, the Cities of Alachua, Archer, Hawthorne, High Springs, LaCrosse, Micanopy, Newberry, and Waldo indicated they do not desire changes to their Reserve Areas as adopted in 2006, and the County does not desire to change the Reserve Areas and associated Statements of Services as adopted for those municipalities in 2006 which shall remain in effect and be reviewed in five years in accordance with the Act; and

WHEREAS, the City of Gainesville has indicated to the County a desire to make a change to its Reserve Area as adopted in 2006, and, following a public hearing by the City Commission, submitted the proposed revision to its Reserve Area and an updated Statement of Services to the County by letter dated April 28, 2011; and

WHEREAS, the County has prepared an updated Statement of County Services for the Reserve Area of the City of Gainesville; and

WHEREAS, the County gave public notice as required by the Act, and conducted a public hearing on the proposed revisions to the City of Gainesville Reserve Area and the associated updated Statement of County Services on June 14, 2011; and

WHEREAS, the Board finds that the updated Reserve Area for the City of Gainesville identified in Exhibit A of this Resolution complies with the criteria for designating reserve areas under the Act.

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

1. Gainesville Reserve Area Boundary and Statement. The Reserve Area designated for the City of Gainesville shall be as shown on the map marked as Exhibit "A" attached hereto and incorporated herein. The Statement of Services and position statements for the Reserve Area of Gainesville shall be as set forth in the updated "Alachua County Statement of County Services for the Gainesville Reserve Area" attached hereto as Exhibit "B" and incorporated herein. Pursuant to Section 225.05(7) of the Act, the reserve area designated herein shall be the reserve area for the City of Gainesville unless the designation is challenged within 60 days in accordance with Section 225.05(8).

2. Review Every Five Years. The Reserve Area designation and Statement of Services as set forth herein shall be reviewed by the County and the City every five (5) years in accordance with Section 225.07 of the Act, and, based on the review, any change shall be initiated in accordance with the Act.

3. Furnishing of Copies of Designation and Statement. The County Manager or his designee is authorized and directed to submit a copy of the final Gainesville Reserve Area designation and Statement of Services to each of the Cities within the County.

4. Effective Date. This resolution shall take effect immediately upon the 61st day following its adoption, provided no challenge has been timely filed in accordance with Section 225.05(8) of the Act. In the event that a challenge is properly filed, the Reserve Area designation and Statement of Services shall become effective upon the date the Division of Administrative Hearings issues a final order, provided the final order is not appealed pursuant to Section 225.05(11) and general law.

DULY ADOPTED in regular session, this 14th day of June, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM:

_____
Alachua County Attorney

DRAFT

EXHIBIT A
CITY OF GAINESVILLE UPDATED RESERVE AREA 2011

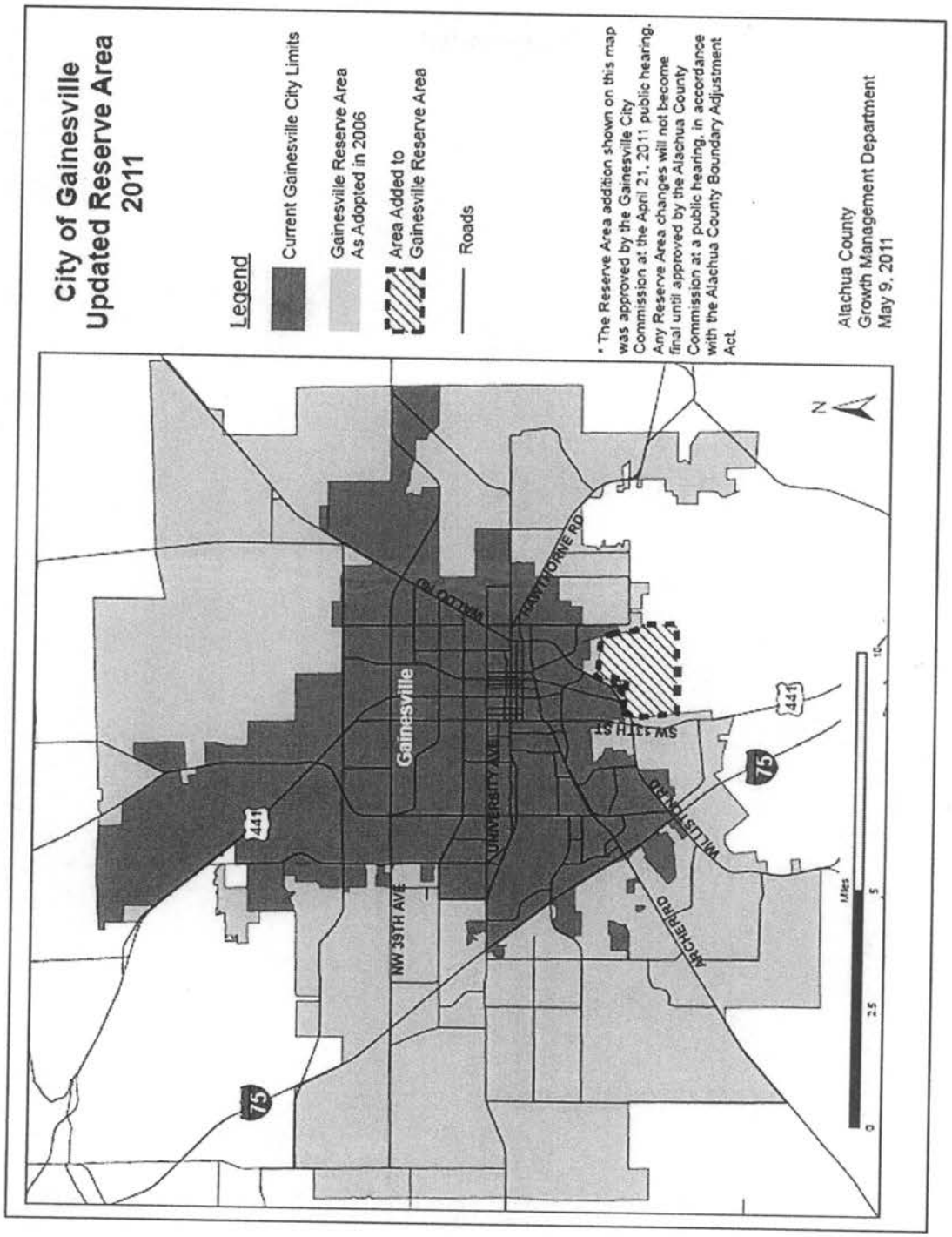


EXHIBIT B
STATEMENT OF COUNTY SERVICES FOR
THE GAINESVILLE RESERVE AREA

To be inserted

DRAFT

CITY OF GAINESVILLE
every path starts with passion
FLORIDA

Office of the City Manager
PO Box 490, Station 6
Gainesville, FL 32602-0490
(352) 334-5010
(352) 334-3119 (fax)
www.cityofgainesville.org

April 28, 2011

Mr. Randall Reid
County Manager
Alachua County
P.O. Box 2877
Gainesville, FL 32602-2877

RE: City Commission Public Hearing to Update Gainesville's Urban Reserve Area (URA) and Statement of Services

Dear Mr. Reid:

The City Commission held a Public Hearing at its meeting on April 21, 2011 where they adopted Gainesville's updated Statement of Services and a map of the area to be included in the Gainesville Urban Reserve Area. In accordance with the Alachua County Boundary Adjustment Act, a notice of hearing ran in the Gainesville Sun two weeks prior to the public hearing.

In addition to the Statement of Services and map of the area to be added to the urban reserve, an analysis of how the proposed changes comply with the criteria in Section 6 of the Boundary Adjustment Act was presented to the City Commission at the Public Hearing.

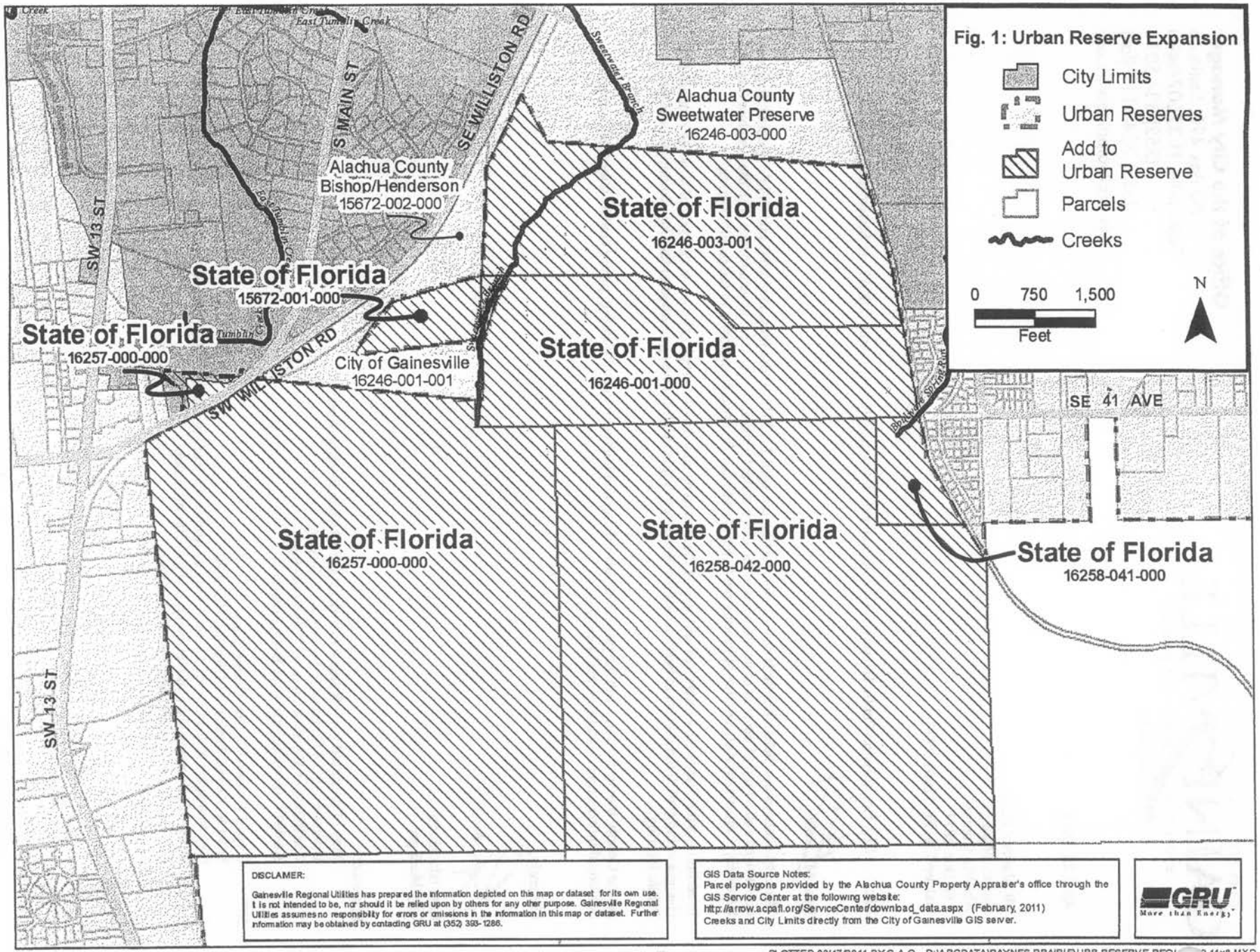
As the County moves forward with the process of advertising and holding a Public Hearing, please contact City staff if any additional information or clarification is needed.

Sincerely,

Russ Blackburn
City Manager

Enclosed:
- Map of proposed modifications to Gainesville's Urban Reserve Area
- Updated City of Gainesville Statement of Services
- Certificate of Verification from Gainesville Sun
- Analysis of compliance with BAA Criteria

XC:
- City of Gainesville City Commission
- Scott R. Koons, Executive Director, NCFRPC
- City Managers of the City of Alachua, City of Archer, City of Hawthorne, City of High Springs, Town of Lacrosse, Town of Micanopy, City of Newberry, and the City of Waldo
- Bob Hunzinger, General Manager for Utilities
- Ken Zeichner, Principal Planner, Alachua County


Fig. 1: Urban Reserve Expansion
City Limits
Urban Reserves
Add to Urban Reserve
Parcels
Creeks
0 750 1,500
Feet
N
Alachua County Sweetwater Preserve 16246-003-000
Alachua County Bishop/Henderson 15672-002-000
State of Florida 16246-003-001
State of Florida 15672-001-000
State of Florida 16257-000-000
City of Gainesville 16246-001-001
State of Florida 16246-001-000
SE 41 AVE
State of Florida 16257-000-000
State of Florida 16258-042-000
State of Florida 16258-041-000
S MAIN ST
SE WILLISTON RD
SW 13 ST
SW WILLISTON RD
East Tumblin Creek
Sweetwater Branch
DISCLAMER:
Gainesville Regional Utilities has prepared the information depicted on this map or dataset for its own use. It is not intended to be, nor should it be relied upon by others for any other purpose. Gainesville Regional Utilities assumes no responsibility for errors or omissions in the information in this map or dataset. Further information may be obtained by contacting GRU at (352) 393-1286.
GIS Data Source Notes:
Parcel polygons provided by the Alachua County Property Appraiser's office through the GIS Service Center at the following website:
http://arrow.acpafl.org/ServiceCenter/download_data.aspx (February, 2011)
Creeks and City Limits directly from the City of Gainesville GIS server.
GRU
More than Energy
PLOTTED 03/17/2011 BY C.A.O. D:\ARCDATA\PAYNES PRAIRIE\URB RESERVE REQ 11x8.MXD

Legislative No. 100820C

CITY OF GAINESVILLE
every path starts with passion
FLORIDA

Statement of Services 2011

The Alachua County Boundary Adjustment Act, Section 7, requires that the Urban Reserve Area be updated every five years. This updated Statement of Services includes changes in service provision, title changes, and Departmental reorganizations that have occurred in the last five years.

Contents

1. Communications 3
2. Community Redevelopment 3
3. Fire Rescue 4
4. Gas Service 5
5. Neighborhood Improvement 5
6. Parks, Recreation and Cultural Affairs 7
7. Planning & Development Services 8
8. Police Department 10
9. Potable Water 11
10. Public Works 11
11. Wastewater Service 13

1. Communications

The GRUCom fiber optic network is utilized to provide Private Line and Special Access Internet transport circuits. Additionally, GRUCom offers dial-up and Integrated Services Digital Network (ISDN) Internet access services under the domain names GRU.Net, Gator.Net, and SFCC.Net. Value added Internet related services, such as e-mail and roaming, are also available to GRUCom Internet access customers. GRUCom operates 11 communications towers in the Gainesville area and leases antenna space on these towers, as well as on two of the GRU water towers. Wireless communications service providers lease space on the towers and, in most cases, also purchase fiber transport services from GRUCom to receive and deliver traffic at the towers. GRUCom's fiber transport customers include other telecommunications companies, commercial and industrial businesses, governmental agencies, schools, and hospitals.

Two of the five antenna sites for the countywide public safety radio system are located on GRUCom towers. Frequencies allocated to the public safety radio system are under licenses issued by the Federal Communications Commission (FCC). GRUCom public safety radio services at the antenna sites are linked to the network controller and various dispatch centers utilizing GRUCom's transport services. Public safety radio customers consist solely of government entities.

Services Provided by Municipality before Annexation

GRUCom Services and associated facilities are located within the City of Gainesville corporate limits and within the Gainesville Urban Reserve Area. GRU's capital projects are funded by a combination of equity and proceeds from revenue bonds. Other services are provided from revenues derived from base rates and customer charges

Services Provided by Municipality after Annexation

The City of Gainesville will provide communications services and system extensions to newly annexed residents in the same manner services are currently provided to GRU customers in the City of Gainesville and the unincorporated area.

2. Community Redevelopment

The Gainesville Community Redevelopment Agency (CRA) was established in 1981. Its original purpose was to create a redevelopment framework in which the central city district would evolve into a more dynamic and thriving district. By 2001, the CRA expanded and was operating in four redevelopment areas: Eastside, Fifth Avenue/Pleasant Street, Downtown and College Park/University Heights. CRA projects enrich the community through economic development and infrastructure improvements in the areas they serve.

Services Provided by Municipality before Annexation

The City of Gainesville does not provide redevelopment services to the unincorporated Urban Reserve Area prior to annexation. The City of Gainesville does not provide any funding or facilities for redevelopment services for the unincorporated area prior to annexation. The City of Gainesville does not plan to provide any additional services for redevelopment in the unincorporated Urban Reserve Area prior to annexation.

Services Provided by Municipality after Annexation

The CRA is funded by tax increment funds from the redevelopment areas it serves. Additional redevelopment areas will be considered on a case-by-case basis.

3. Fire Rescue

Gainesville Fire Rescue (GFR) is an all-hazards department, providing a full range of emergency response and risk reduction services to its primary service area, the City of Gainesville. Through an interlocal agreement known as the Fire Services Assistance Agreement (FSAA), GFR works cooperatively with the Alachua County Department of Public Safety to provide closest unit response within the city limits and within an extended, unincorporated urban area surrounding the City. Services provided by GFR include:

- Fire suppression
- Advanced life support/emergency medical services
- Aircraft firefighting
- Hazardous materials response within a 12-county region
- Urban search and rescue response as part of the three-agency USAR Task Force 8
- Automatic aid for emergency and non-emergency calls within the FSAA
- Mutual aid to areas outside of the City and FSAA
- Risk reduction education within the City including fire station visits, car seat safety, and public education visits to schools and other institutions
- Fire investigations within the City
- Fire safety inspections and fire code enforcement within the City
- Youth programs including the Junior Fire Academy and Explorer Post within the City
- Plans review within the City
- Crowd manager training for establishments within the City through Operation Safe Club

Response services are provided from seven fire stations. In 2011, the City is adding an eighth fire station on NW 34th Street north of NW 39th Avenue.

Since 1996, fire and emergency medical services have been provided to the City of Gainesville by both city and county fire units under an interlocal agreement, which replaces and supersedes contracts from the preceding 24 years, starting in 1972. Each party may annually designate areas within its political boundary in which it does not desire services from the other. Each party may also change staffing levels under the same notice requirement. These "designations" are non-negotiable, and can be made solely for the benefit of the party receiving the services. The FSAA remains in effect until terminated by one or both parties with 365 days notice.

Services Provided by Municipality before Annexation

Fire rescue responses within the FSAA are compensated by a formula contained in the FSAA. Services are traded "per unit response" on a yearly basis with the party receiving the excess (over the break-even point), compensating the other. Adjustments in political boundaries impact the reimbursement by shifting which party receives the services from the other because the facilities remain in place absent an agreement to transfer them or the construction of new facilities. The City funds the entire budget of the department through the General Fund, a fire assessment fee added in 2010, grant funding and deposit reimbursements (if any) from the County in arrears, as they are collected.

There are no plans for any other additional fire and rescue services prior to annexation that are not already included in the FSAA or the shared responsibility of the North Central Florida Regional Hazardous Materials Team (NCFRHMT) or USAR Task Force 8.

Services Provided by Municipality after Annexation

Based on the FSAA, newly annexed residents will receive the same level of response service as prior to annexation. Non-response services provided post-annexation include fire investigation, fire safety inspection, public education, and other risk reduction activities.

The City of Gainesville will finance the provision of fire rescue services after annexation in the same manner as fire services are currently financed. Annexed properties will be subject to collection of the Special Assessment for Fire Services.

Newly annexed areas will receive the same level of service as existing city residents. If warranted, after an area is annexed, the City may choose to add additional apparatus, companies, equipment or fire stations to provide additional support to the area.

4. Gas Service

Gainesville Regional Utilities (GRU) currently provides natural gas service to customers within the City corporate limits and within Gainesville's Urban Reserve Area. Customers are provided natural gas primarily for water heating, space heating, and cooking purposes. GRU's Gas System is designed, operated and maintained to provide safety and reliability and to meet all requirements of the Federal Office of Pipeline Safety and the Florida Public Service Commission.

Services Provided by Municipality before Annexation

Customers are currently served in the Urban Reserve Area. GRU's capital projects are funded by a combination of equity and proceeds from revenue bonds. Other services are provided from revenues derived from bases rates and customer charges. A feasibility study is performed on every extension request. Developers must make a commitment to ensure that at least 80 percent of the houses in the development use gas for heating and water heating purposes. A financial analysis is performed to determine the rate of return over a 30-year period; if that return meets corporate objectives, then gas service is extended and fully paid for by GRU.

Services Provided by Municipality after Annexation

The City of Gainesville will provide gas services and gas system extensions to newly annexed residents in the same manner services are currently provided to GRU customers in the City of Gainesville and the Urban Reserve Area.

5. Neighborhood Improvement

The Neighborhood Improvement Department provides programs and services designed to improve Gainesville neighborhoods. With support from the Neighborhood Improvement and Conservation Commission and federal funding from the Community Development Block Grant (CDBG), Neighborhood Improvement offers a variety of tools homeowners can use to improve their homes and neighborhoods. These programs include neighborhood stabilization, improvements to housing, enforcement of City land codes, and redevelopment of older communities.

Code Enforcement

The Code Enforcement Division works, both proactively and reactively, to ensure compliance with the City's zoning, housing, commercial and dangerous building/hazardous land ordinances.

Services Provided by Municipality before Annexation

The City of Gainesville does not provide code enforcement services to the unincorporated Urban Reserve Area prior to annexation. The City of Gainesville does not provide any funding or facilities for code enforcement services for the unincorporated area prior to annexation. The City of Gainesville does not plan to provide any additional services for code enforcement services in the unincorporated Urban Reserve Area prior to annexation.

Services Provided by Municipality after Annexation

The City of Gainesville Code Enforcement Division is funded through the City's General Fund. Newly annexed areas will receive the same services as City residents.

Housing and Community Development

The City of Gainesville Housing and Community Development Division (HCD) provides comprehensive housing services to very low, low, and moderate-income City residents and eligible rental property developers to improve the quality of life and revitalize neighborhoods by providing decent, safe and affordable housing. Through the utilization of CDBG, HOME and State Housing Initiatives Partnership (SHIP) funding, the City provides a full range of housing services such as housing rehabilitation, house reconstruction, new single-family construction, down payment assistance, mortgage foreclosure intervention, rental rehabilitation, new construction rental, special needs housing, and homebuyer/homeowner education and training. The CDBG, HOME and SHIP funding awarded to the HCD may only be expended in the incorporated areas of the City. Funding for the SHIP program is subjected to the availability of state funds.

Services Provided by Municipality before Annexation

The City and Alachua County jointly administer and award funding for the Special Needs Housing Program through an interlocal agreement. Financing for the Special Needs Housing Program is provided by SHIP funding. No additional housing services are planned for the unincorporated reserve area before annexation.

Services Provided by Municipality after Annexation

The housing services provided by the City after annexation include Full Housing Rehabilitation, Moderate Rehabilitation, Emergency Repair, Roof Repair, House Reconstruction, New Single-Family Construction, Infill Housing Development, Down Payment Assistance, Mortgage Foreclosure Intervention, Rental Rehabilitation, New Construction Rental, Special Needs Housing, House Recycling, Permanent and Temporary Relocation and Homebuyer/Homeowner Education and Training.

The City would offer financial assistance by utilizing CDBG, HOME, SHIP and other procured funding as available after annexation within the incorporated areas of the City. Because the City is designated an entitlement area (as compared to the unincorporated area which must compete for these types of funds), it is anticipated funding levels will increase based on any increases in population.

No additional housing services are projected. The City will continue to provide the same level of housing services within all incorporated areas of the City.

6. Parks, Recreation and Cultural Affairs

The Department of Parks, Recreation and Cultural Affairs meets the community's need for diverse recreational, cultural and environmental education opportunities through professionally managed programs, events and services, stewardship of natural resources and maintenance of our public landscape. The department continues to improve and effectively maintain the City's active and passive parks, golf course, recreational facilities, urban forest, cultural programming and events, the historic Evergreen Cemetery and Thomas Center and other natural resources for the enjoyment of Gainesville residents and visitors.

Identification of Capital Facilities

The following capital facilities are available to City residents and to residents of the adopted Urban Reserve Area:

- Archery range
- Baseball/softball fields
- Jogging trails
- Track
- Multi-purpose courts
- Playground/picnic areas
- Racquetball courts
- Recreation centers
- Senior center
- Gymnasium
- Swimming pools
- Tennis courts
- Tot lots
- Skate parks

Alfred A. Ring Park, Morningside Nature Center, Bivens Arm Nature Park, Palm Point Park, Boulware Springs Park and Boulware Springs Historic Waterworks Facility, Cofrin Nature Park, Gumroot Park, Loblolly Environmental Facility and Loblolly Woods, the Lowland Flatwoods, and the Hogtown Creek Greenway, are among the many of the properties and parks of the Nature Operations Division. Westside Park, Northside Park, Greentree Park, Northeast Park, Lincoln Park, Cone Park, Possum Creek Park and T.B. McPherson Park are among many of the active park facilities maintained and improved by the departmental maintenance staff. In addition, several tracks of land in the Hogtown Creek Watershed and elsewhere in the Urban Reserve Area are owned, managed and operated by the City of Gainesville's Department of Parks, Recreation and Cultural Affairs. The City has a commitment through grants with the State to develop, operate and provide access to the residents of Alachua County to access these lands.

Services Provided by Municipality before Annexation

The City of Gainesville finances the provision of park, recreation and cultural affairs' services through user fees, the City's General Fund, special revenue accounts, and state and federal grants.

Residents in the unincorporated reserve choosing to participate in City of Gainesville recreation programs are required to pay a fee differential for program user fees. There are no plans for additional services for just the unincorporated Urban Reserve Area.

The Cultural Affairs Division currently provides services to all cultural and eco-heritage agencies in the entire County. Events and programs are open to all residents and visitors.

Services Provided by Municipality after Annexation

The City of Gainesville will finance the provision of services after annexation in the same manner as described above with the exception of differential fees. Upon annexation of the unincorporated areas, the City of Gainesville would eliminate the fee differential to the residents of that area. Plans for additional recreation and park services after annexation will be addressed on a case-by-case basis.

7. Planning & Development Services

Planning and Development Services is comprised of Planning, Economic Development and Building Inspection. Planning is responsible for all current and long-range city planning, including the Geographic Information Systems and Historic Preservation Program. Economic Development works to facilitate urban development and redevelopment citywide. Building Inspection promotes public safety in construction activities by enforcing applicable building, electrical, plumbing, mechanical, fire prevention and life safety codes citywide. The department also manages the First Step Development Assistance Center designed to provide a convenient one-stop location for review of applicable code requirements for prospective projects.

Comprehensive Plan/Land Use Regulations

The County shall enforce and administer the County's Comprehensive Plan and Land Development Regulations in the Reserve Area. The County shall levy and collect all fines and fees in the Urban Reserve Area. All proceeds collected by the County from fines and fees shall be used by the County.

The existing Alachua County Comprehensive Plan and Land Use Regulations shall remain enforced within newly annexed areas until the City of Gainesville amends its Comprehensive Plan to include annexed areas. City shall provide all planning services during the Comprehensive Plan amendment process using Alachua County Regulations.

No services will be provided in the Urban Reserve Area by Planning and Development staff. The City's Comprehensive Plan and Land Development Regulations only regulate development within the City limits.

The existing Alachua County Comprehensive Plan and Land Use Regulations shall be applied to the Urban Reserve Area prior to its being annexed. The City will provide the County with written comments and recommendations on all proposed land use amendments to the County's Comprehensive Plan, in the Urban Reserve Area.

Building Inspection

The City of Gainesville Building Inspection Division is responsible for issuing building permits and performing inspections for all new and remodeled construction performed in the City of Gainesville. Codes in effect in the City of Gainesville jurisdiction are:

- Current edition of the Florida Building Code
- Current edition of the International Mechanical Code
- Current edition of the International Plumbing Code
- Current edition of the International Fuel Gas Code
- Current edition of the National Electric Code
- Current edition of all of the NFPA standards
- Current edition of the Florida Fire Prevention Code and associated codes

As required by these Codes, the City of Gainesville Building Inspections Department will provide the same level of service currently provided within the city limits to newly annexed areas.

Services Provided by Municipality before Annexation

The City of Gainesville does not provide any services or associated facilities for the purpose of enforcing the Codes in the unincorporated reserve area prior to annexation except as provided for in the City of Gainesville/Alachua County Annexation Transition Agreement (ATA) in Section II. Additional exceptions include two city owned facilities in the unincorporated area: the Kanapaha Wastewater Treatment Plant and Wacahoota Archery Range.

The City of Gainesville does not provide any funding or facilities for building permitting for the unincorporated area prior to annexation, with exception of related expenses for Kanapaha Wastewater Treatment Plant and Wacahoota Archery Range.

The City of Gainesville does not plan to provide any additional services for building permitting in the unincorporated Urban Reserve Area prior to annexation.

Services Provided by Municipality after Annexation

The City of Gainesville Building Inspection Department is funded primarily from permit fees through the Florida Building Code Enterprise Fund. There are no known plans for additional building inspection services and associated facilities after annexation other than those that are currently provided.

Planning

The Planning Division includes comprehensive planning, current planning, historic preservation, environmental planning and geographic information systems.

Services Provided by Municipality before Annexation

The City of Gainesville does not provide land planning services to the unincorporated Urban Reserve Area prior to annexation. The City of Gainesville does not provide any funding or facilities for land planning services for the unincorporated area prior to annexation. The City of Gainesville does not plan to provide any additional services for land planning services in the unincorporated Urban Reserve Area prior to annexation.

Services Provided by Municipality <u>after</u> Annexation

The City of Gainesville Planning Division is funded partially by application fees, in addition to other sources from the City's General Fund.

There are no known plans for additional planning services and associated facilities after annexation other than those that are currently provided.

8. Police Department

Services provided by the Gainesville Police Department (GPD) include, but are not limited to:

- 24 hour-a-day, seven-day-a-week emergency police response, and high visibility proactive patrol service.
- Enforcing all state laws and municipal ordinances.
- Conducting follow-up criminal investigations.
- Handling all narcotics enforcement and drug interdiction to include mid-level and upper level sources.
- Providing specially trained personnel to conduct crime scene investigations.
- Presenting prosecutable cases to the State Attorney.
- Providing specialty enforcement, such as traffic enforcement, Bike Unit, K-9 Unit and Aviation Unit.
- Providing crime prevention resources to all residents.
- Assisting with the development of partnerships between GPD and community members to deal with crime and quality of life issues.

Communications for the Gainesville Police Department is provided by the Alachua County /City of Gainesville Combined Communications Center. The Combined Communications Center is operated by staff from the Alachua County Sheriff's Office and provides processing of all emergency and non-emergency public safety calls for the City of Gainesville.

Services Provided by Municipality <u>before</u> Annexation

Except in times of emergency or other special requests, routine police services are not provided by the Gainesville Police Department outside the City limits, with the exception of Joint Aviation Unit and several investigative multi-agency task forces which operate inside and outside the City limits.

Funding for GPD is provided primarily through the General Fund. Funding for the Joint Aviation Unit and other special operations outside of the City limits is through a combination of the City of Gainesville's General Fund and contraband forfeiture funds.

There are currently no plans for the Gainesville Police Department to provide additional services to any area outside the current City limits.

Services Provided by Municipality <u>after</u> Annexation

Newly annexed areas will receive the same level of police service as current residents. If required, new police zones may be added in order to provide such service to newly annexed areas.

The City of Gainesville provides funding for the provision of police services after annexation through General Fund, and federal and state grants.

At this time, there are no plans for the Gainesville Police Department to provide additional services, other than those provided to all City residents. If necessary, specific needs will be addressed on a case-by-case basis.

9. Potable Water

GRU provides potable water for residents residing in the City limits, and those residing in the Urban Reserve Area. Customers use the potable water for domestic, commercial, industrial, and irrigation purposes. The water distribution system also supports fire hydrants. The Murphree Water Treatment Plant and the water distribution system are operated and maintained to provide high quality water on a continuous basis. Water is monitored at the plant as well as in the distribution system to ensure that treated water is of high quality and that the quality is not degraded in the distribution system.

Services Provided by Municipality before Annexation

GRU currently provides potable water to customers within the City limits and in the Urban Reserve Area. GRU's capital projects are funded by a combination of equity and proceeds from revenue bonds. Other services are provided from revenues derived from bases rates and customer charges. Extension costs are often paid in whole or in part by developers.

Services Provided by Municipality after Annexation

The City of Gainesville will provide water service and water system extensions to newly annexed residents in the same manner services are currently provided to GRU customers in the City of Gainesville and the unincorporated area.

10. Public Works

The Public Works Department maintains the city infrastructure, including streets, sidewalks, stormwater systems and traffic signs/signals; provides engineering services, including implementation of capital improvement program, development review and the Clean Water Partnership Program; provides parking management services; delivers integrated pest management services; manages solid waste collection, including reduction and disposal services and delivers public transportation services through the Regional Transit System (RTS), which has provided public transportation to Gainesville and neighboring areas of Alachua County for more than 37 years.

Solid Waste

In accordance with Article III of the City of Gainesville Code of Ordinances, the City of Gainesville provides citywide disposal services for all residential and commercial solid waste generated within the City limits. The City provides public education on recycling, proper disposal practices, and waste reduction to all citizens and businesses within the City. Additionally, the City's Solid Waste Division provides citywide solid waste inspection and code enforcement services to all residential homes and commercial properties. Residential curbside collection service of garbage, recyclable materials and yard waste is mandatory for residential homes within the limits of the City of Gainesville. An interlocal disposal agreement between the City and County provides that residential garbage is taken for disposal to the County Transfer Station

Facility. The City pays the set disposal tipping fee at the Transfer Station. Commercial franchise policies and City Code of Ordinances govern collection of garbage, recyclables and yard waste from commercial properties in the City. There is no agreement for waste collected from commercial properties in the City to be taken to a designated facility.

Services Provided by Municipality before Annexation

The City does not provide solid waste services to the unincorporated reserve area nor does the City plan to provide additional services to the unincorporated reserve area.

Services Provided by Municipality after Annexation

The City provides residential collection of garbage, recyclable materials and unlimited quantity of yard waste. Residential and commercial public education on recycling, proper disposal practices and waste reduction are also provided by the City's Solid Waste Division.

All services are funded through the City of Gainesville Solid Waste Division Enterprise Fund. No funds are provided by the General Fund to support solid waste services. Residential customer services and public education programs are funded through monthly utilities fees for services provided, and appear on a resident's GRU monthly utility bill. Commercial services and public education programs are funded by the collection of commercial franchise fees from waste hauling companies operating in the City limits. There are no plans for additional solid waste services after annexation

Stormwater

The Stormwater Utility within the Public Works Department maintains the City's infrastructure for stormwater management systems, which provides drainage flood control and water quality treatment. The Engineering Division is responsible for the design, construction, and maintenance of stormwater management facilities in accordance with the Comprehensive Stormwater Management Plan.

Services Provided by Municipality before Annexation

The City does not provide stormwater services to the unincorporated reserve area nor does the City plan to provide additional services to the unincorporated reserve area.

Services Provided by Municipality after Annexation

The City of Gainesville will provide stormwater management services to newly incorporated areas after annexation. Such services include maintenance of public stormwater management facilities, street sweeping, mosquito control services, storm sewer and open ditch system maintenance, National Pollutant Discharge Elimination System (NPDES) program compliance and FEMA flood control requirements.

The City of Gainesville finances the stormwater management program through a Stormwater Management Utility Fund (an enterprise fund) - a fee system that is charged to all developed properties that discharge to the public stormwater management system. Newly annexed properties will be charged this fee based on the type of property and whether the stormwater from such property discharges into the City's system.

Assessment for additional stormwater management services or facilities would be based on criteria within the Stormwater Utilities "Clean Water Programs," and these assessments would occur after annexation.

Transportation Planning and Regional Transit System

The Transportation Planning and Traffic Operations Division are responsible for the planning, design, operation and maintenance necessary to provide an effective and safe transportation network for vehicular, bicycle and pedestrian traffic. The Regional Transit System (RTS) has delivered public transportation services to Gainesville and neighboring areas of Alachua County for more than 37 years.

Services Provided by Municipality before Annexation

The City of Gainesville provides maintenance and operation services for all traffic signals and flashing beacons throughout Alachua County including the unincorporated reserve area.

Financing for the maintenance and operation services for traffic signals and flashing beacons in the unincorporated area is provided through interlocal agreements with Alachua County and related municipalities. The City of Gainesville finances transit and paratransit services in portions of the unincorporated reserve area through use of gas taxes, federal and state grants and interlocal agreements with Alachua County, and user fees.

The City of Gainesville does not currently have plans to provide additional services before annexation. The City of Gainesville provides transit service in a portion of the reserve area.

Services Provided by Municipality after Annexation

The City of Gainesville will provide all transportation related services including maintenance and operation of traffic signals, traffic signs and markings, flashing beacons, city rights-of-way, transit and paratransit operations, all transportation planning and engineering functions to newly annexed areas. The City of Gainesville finances transportation services and facilities from General Fund sources of revenue as well as user fees, and federal and state grants. The City of Gainesville does not currently have plans to provide additional services after annexation.

Transit and paratransit services to newly annexed areas are financed through state and federal grants, user fees and contractual agreements. Additional transit services and routes will be considered on a case-by-case basis.

11. Wastewater Service

GRU provides wastewater collection and treatment services within the City of Gainesville and within the Gainesville Urban Reserve Area. Wastewater is treated to meet applicable state and federal requirements at either the Main Street Wastewater Treatment Plant located in the City of Gainesville, or the Kanapaha Water Reclamation Facility located in the Urban Reserve Area.

Services Provided by Municipality before Annexation

GRU provides wastewater collection and treatment services within the City of Gainesville and within the Gainesville Urban Reserve Area. GRU's capital projects are funded by a combination of equity and proceeds from revenue bonds. Other services are provided from revenues derived from base rates and customer charges. Wastewater collection system extensions are partially funded by the developer requesting the extension. New wastewater customers pay the fully allocated cost of the treatment facilities required to serve them in the form of plant connection fees, and the cost of collection facilities in the form of collection system charges and CIAC. Any developer requesting off-site extension of either gravity sewers or force mains pays CIAC in an

amount sufficient to ensure that GRU receives an appropriate rate of return on its portion of extension costs.

Services Provided by Municipality after Annexation

The City of Gainesville will provide wastewater service and wastewater system extensions to newly annexed residents in the same manner services are currently provided to all GRU customers.

The Gainesville Sun

Published Daily and Sunday
GAINESVILLE, FLORIDA

STATE OF FLORIDA
COUNTY OF ALACHUA

Before the undersigned authority personally appeared Rachel Stillman who on oath says that he/she is an Advertising Acct Exec of THE GAINESVILLE SUN, a daily newspaper published in Gainesville in Alachua County, Florida, that the attached copy of advertisement, being a Notice of Hearing 4/8 + 4/15 in the matter of G'ville Urban Reserve Area in the Comm. Chambers - City Hall ~~Court~~ was published in said newspaper in the issue of, April 8, 2011 + April 15, 2011.

Affiant further says that THE GAINESVILLE SUN is a newspaper published at Gainesville, in said Alachua County, Florida, and that the said newspaper has heretofore been continuously published in said Alachua County, each day, and has been entered as second class mail matter at the post office in Gainesville, in said Alachua County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount for publication in the said newspaper.

Sworn to and subscribed before me this

15 day of April A.D., 2011

Cecile Stillman

(Seal) Notary Public

CECILE
Commiss
My Comm

9
2011

Rachel Stillman

CECILE S. FEAGLE
Commission # DD 669978
My Commission Expires 08-05-2011
Bonded Through
Florida Notary Service

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NOTICE OF HEARING TO MODIFY THE CITY OF GAINESVILLE URBAN RESERVE AREA AND STATEMENT OF SERVICES

Notice is hereby given that the City Commission of the City of Gainesville, Florida, will conduct a public hearing to modify the Urban Reserve Area and Statement of Services.

The hearing will be held on Thursday, April 21, 2011, at 6:00p.m. or as soon thereafter as may be heard, in the Commission Chambers of City Hall, 200 E. University Avenue, Gainesville, Florida, for the purpose of holding a hearing and receiving public comment on the proposed modification.

The City desires to revise its Reserve Area to include the Paynes Prairie Sheetflow Restoration Project site.

"If any person decides to appeal a decision of this body with respect to any matter considered at the above-referenced meeting or hearing, he/she will need a record of the proceeding, and for such purposes, it may be necessary 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".

PERSONS NEEDING SPECIAL ACCOMMODATION SHOULD CONTACT THE EQUAL OPPORTUNITY DEPARTMENT AT 352-334-5051 (TTD 352-334-2069) AT LEAST 48 HOURS PRIOR TO THE MEETING DATE.

Prepared by the Planning Department/GIS Section April 2011

Criteria for designating reserve areas. - Reserve areas designated for a municipality shall comply with the following criteria:

(1) Reserve areas designated for a municipality shall:

(a) Be adjacent to the municipality.

The area to be included in Gainesville's Urban Reserve Area is adjacent to the existing reserve area, which itself is adjacent to the municipal city limits.

(b) Be urban in character or likely to become urban in character within the next 10 years.

The area proposed for inclusion in the urban reserve area will include the Sweetwater Branch / Paynes Prairie Sheetflow Restoration Project. The project will restore over 1,300 acres of impacted wetlands, provide protection of the Floridan aquifer, and offer outstanding wildlife habitat and opportunities for public recreation. The area proposed for inclusion in the reserve area meets the "urban in character" criteria as described in the Boundary Adjustment Act below:

"Urban in character" means an area used for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes including any parcels of land retained in their natural state or kept free of development as greenbelt areas.

In addition, the project is intended to:

1. Cost effectively attain regulatory water quality requirements for the City of Gainesville and the Florida Department of Transportation;
2. Create about 125 acres of high-quality wetland wildlife habitat and a public use area for bird-watching and nature study within the Sweetwater Branch Wetland Park;
3. Naturally assimilate nutrients, sediments and other pollutants in Sweetwater Branch in order to protect Paynes Prairie, Alachua Sink, and the Floridan Aquifer; and
4. Restore part of the overall water balance to Paynes Prairie, which has been impacted by diversion of water from the Prairie at Prairie Creek.

(c) Be areas in which population growth should be directed so as to promote efficient delivery of urban services, including police, fire protection, solid waste disposal, potable water, sanitary sewer, drainage or flood control, parks and recreation, housing, street lighting, transportation and other services, and to encourage more concentrated urban development.

The public use area of the Sweetwater Branch / Paynes Prairie Sheetflow Restoration Project will be served by GRU potable water. On-site residence is planned to provide a GPD law enforcement presence and after hours surveillance. The project will provide additional park and recreation facilities for existing and future residents and visitors to the area.

(2) Reserve areas designated for a municipality shall not:

(a) Contain areas outside the county in which the municipality lies, contain areas within the corporate limits of another municipality, or contain areas within another municipality's reserve area.

The proposed area is within Alachua County and is not within the corporate limits or urban reserve of another municipality.

(b) Contain areas which could be provided with urban services more efficiently by the county or other municipality.

The project represents a significant investment by GRU and General Government; therefore it is preferable for service delivery and future land use decisions to be under the purview of City government.

(c) Contain areas which cannot reasonably be foreseen to be provided with the urban services provided by the municipality within the next 10 years

The conceptual project plan, approved by Alachua County, outlines the only improvements that will take place. These improvements will be carried out within the next ten years.

(d) Contain areas which the municipality cannot reasonably have the capacity or capital facilities within the next 10 years to provide, at a minimum, the level of services provided by the county to the reserve areas.

The Sweetwater Branch / Paynes Prairie Sheetflow Restoration Project will be developed over the next ten years through capital investments by the City of Gainesville. There are sufficient resources to provide the minimum level of services to these future facilities.

Excerpts from the Boundary Adjustment Act Relating to Reserve Areas, Statement of Services and 5-Year Review and Update

Special Act Adopted by Florida Legislature for Alachua County – Laws of Fla., ch. 90-496 and amended by Laws of Fla., ch. 91-382, 93-347 and codified in the Alachua County Administrative Code, Chapter 225.

Chapter 225, Alachua County Code

Sec. 225.04. Definitions.

(15) *Reserve area* means an area designated pursuant to section 225.05 of this chapter or as otherwise designated by special act as an area reserved for annexation by a municipality pursuant to the procedures set forth in this act.
(17) *Urban in character* means an area used for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes, including any parcels of land retained in their natural state or kept free of development as greenbelt areas.
(19) *Urban services* means any services, other than electric utility services, provided by a municipality on substantially the same basis and in the same manner, either directly or by contract, to its present residents.

Sec. 225.05. Establishment of reserve areas.

(1) Not later than January 31, 1991, the county and each municipality shall give public notice and shall hold a hearing on the designation of reserve areas.
(2) Not more than 90 days after each hearing, the municipality shall designate, on a map or maps, a proposed reserve area or reserve areas for itself, and the county shall designate, on a map or maps, proposed reserve areas for each of the municipalities within its boundaries. Such proposed reserve areas shall meet the criteria specified in section 225.06.
(3) The county shall also adopt a statement identifying any services, such as police, fire protection, solid waste disposal, potable water, sanitary sewer, drainage or flood control, parks and recreation, housing, street lighting, transportation, and other services, which are provided by the county to residents of its proposed reserve areas; any capital facilities being used to provide such services in the proposed reserve areas; and any plans it has to provide additional services or to provide services other than electric utility services to additional areas within its proposed reserve areas. The county shall also include in the statement an identification of the land uses and densities and intensities which are permitted in the proposed reserve areas by the county's comprehensive plan. The county shall also include in its statement its position regarding the requirements of paragraphs (7)(a), (b), (c), and (d).

(4) Each municipality shall also adopt a statement identifying any services, such as police, fire protection, solid waste disposal, potable water, sanitary sewer, drainage or flood control, parks and recreation, housing, street lighting, transportation, and other services, which are provided by the municipality to residents of the municipality's proposed reserve area or areas; any capital facilities being used to provide such services in the proposed reserve area or areas; and any plans the municipality has to provide such additional services other than electric utility services or to provide services to additional areas within its proposed reserve area or areas. Each municipality shall also include in the statement an identification of the land uses and densities and intensities of development it deems most appropriate for its proposed reserve area or areas. The municipality shall also include in its statement its position regarding the requirements of paragraphs (7)(a), (b), (c), and (d).

(5) (a) Not later than seven days after the deadline for designation of proposed reserve areas, the county and each municipality shall submit a copy of the map or maps of its proposed reserve area or areas and the statements required by subsections (3) and (4) to the other municipalities within the county in which such municipality lies and each municipality shall make the same submission to the county.

(b) If a municipality or the county fails to submit its proposed reserve area designation and the required accompanying statement within seven days after the deadline for designation as required by this subsection, it waives all rights to participate in any proceedings conducted under this section for five years. No reserve area shall be designated for a municipality which fails to submit its proposed reserve area designation and the required accompanying statement as required by this subsection. Accordingly, the county, or the most populous municipality which is eligible to perform the duties required by this section, is prohibited from designating a reserve area for a municipality which fails to submit its proposed reserve area designation and the required accompanying statement as required by this subsection.

(6) The municipalities within the county and the county itself shall attempt, through informal negotiation or mediation, assisted, upon request, by the regional planning council or other mediator mutually acceptable to the county and the municipality or municipalities negotiating with the county, to eliminate any conflicts or overlaps in the proposed reserve area designations, and the positions of the county and the municipalities within the county with regard to the statements required by paragraphs (7)(a), (b), (c), and (d). Such negotiations shall be completed not later than 120 days following the deadline for designation of proposed reserve areas.

(7) After the informal negotiation, but not more than 90 days after the end of the 120-day period permitted for negotiation pursuant to subsection (6), the county shall adopt a final reserve area designation for each of the municipalities within its boundaries and shall submit copies of such designation to each municipality within its boundaries. The county shall also adopt a statement for each reserve area stating:

(a) Whether the comprehensive plan and land use regulations of the county or the municipality for which the reserve area is designated shall apply prior to its being annexed.

(b) Whether the municipality or the county shall enforce and administer the comprehensive plan and how proceeds from fines and fees charged pursuant to such enforcement will be distributed.

(c) Which services identified pursuant to this section the county shall provide and which services the municipality shall provide in the reserve area, both before and after annexation, and how these services will be financed.
(d) Any other matters related to the reserve area designation on which there is agreement.
Such statements shall include only statements on which there is agreement between the county and the municipality for which the reserve area has been designated. Prior to adopting the designation and statements pursuant to this subsection, the county shall give public notice and shall hold a public hearing. The designations of reserve areas made by the county pursuant to this subsection shall be limited to resolving any remaining areas of overlap and conflict in the initial designations made pursuant to subsections (1), (2), (3), and (4) and shall incorporate agreements made pursuant to the informal negotiations. The reserve areas designated by the county under this subsection shall be the reserve areas for the municipalities unless a municipality or affected person challenges the designation of a reserve area pursuant to subsection (8). The county shall submit copies of the final designations and statements to each municipality which has not waived its rights to participate in proceedings under this section. If the county has failed to submit a reserve area designation and statements as required under subsection (5), the most populous municipality therein which has submitted a reserve area designation and statements as required under subsection (5) shall perform the duties of the county pursuant to this subsection. If the county did designate a reserve area and submitted statements as required under subsection (5) but fails to perform the duties required by this subsection, the most populous municipality therein which is eligible to perform the duties required by this subsection shall perform such duties and the county shall have waived its rights to participate in any proceedings conducted under this section for five years. Any municipality failing to perform its duties as required hereunder shall have waived its rights to participate in any proceedings conducted under this section, and its right to have a reserve area designated for it, for five years. Failure of the county to adopt the final reserve area designations for each of the municipalities as required by this subsection shall extend the 90-day time limit for an additional 90 days for the next succeeding most populous municipality.
(8)... The final designation and statement adopted by the county shall be effective 61 days after its adoption, unless such designation is challenged by the filing of a petition pursuant to this subsection, in which case the designation shall be effective on the latter of the 61st day after the division's final order. Details of Subsections (8) through (11) and all of Subsection (9) relate to arbitration and administrative proceedings and hearings are omitted.
(Laws of Fla., ch. 90-496, § 5; Laws of Fla., ch. 91-382, § 3)

Sec. 225.06. Criteria for designating reserve areas.

Reserve areas designated for a municipality shall comply with the following criteria:
(1) Reserve areas designated for a municipality shall:
(a) Be adjacent to the municipality.
(b) Be urban in character or likely to become urban in character within the next ten years.

(c) Be areas in which population growth should be directed so as to promote efficient delivery of urban services, including police, fire protection, solid waste disposal, potable water, sanitary sewer, drainage or flood control, parks and recreation, housing, street lighting, transportation and other services, and to encourage more concentrated urban development.

(2) Reserve areas designated for a municipality shall not:

(a) Contain areas outside the county in which the municipality lies, contain areas within the corporate limits of another municipality, or contain areas within another municipality's reserve area.

(b) Contain areas which could be provided with urban services more efficiently by the county or other municipality.

(c) Contain areas which cannot reasonably be foreseen to be provided with the urban services provided by the municipality within the next 10 years.

(d) Contain areas which the municipality cannot reasonably have the capacity or capital facilities within the next 10 years to provide, at a minimum, the level of services provided by the county to the reserve areas.

(Laws of Fla., ch. 90-496, § 6; Laws of Fla., ch. 91-382, § 4)

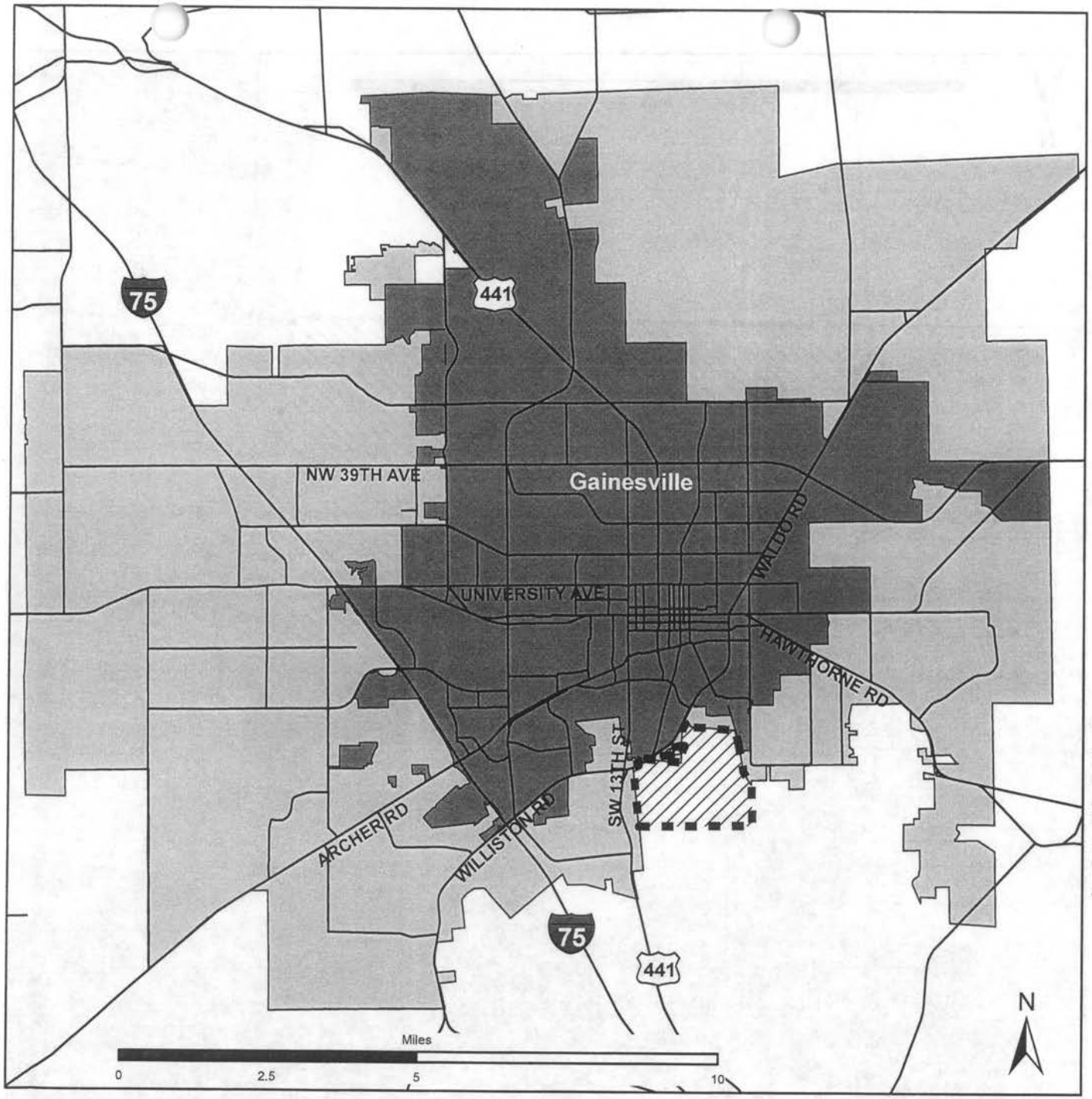
Sec. 225.07. Procedure for amending reserve area designations and statements.

(1) Every five years after the final designation of all of the reserve areas in the county, each municipality in the county shall review its reserve areas and accompanying statements and the county shall review all of the reserve areas and accompanying statements for municipalities within the county.

(2) Based on the review, if the county desires a change in any of the reserve area designations or statements, or if a municipality desires a change in its own reserve area designations and statements, the county shall, within 90 days after the initiation of the review, notify all municipalities in the county and, in the case of a municipality desiring a change, the county. The notice shall include the proposed changes in reserve area designations and statements. The county or municipality shall also notify the regional planning agency of the desired changes in reserve areas and statements.

(3) Municipalities desiring a change in their own reserve areas or statements, the county, and any other municipality affected shall participate in the proceedings required pursuant to section 225.05, adjusting such proceedings as may be required to accommodate amendments to designations and statements, rather than proposals for them.

(4) Municipalities not desiring to change their designations and statements, and not affected by proposals of the municipalities or by the county's proposals regarding changes, need not participate in proceedings under this section.



City of Gainesville Updated Reserve Area 2011

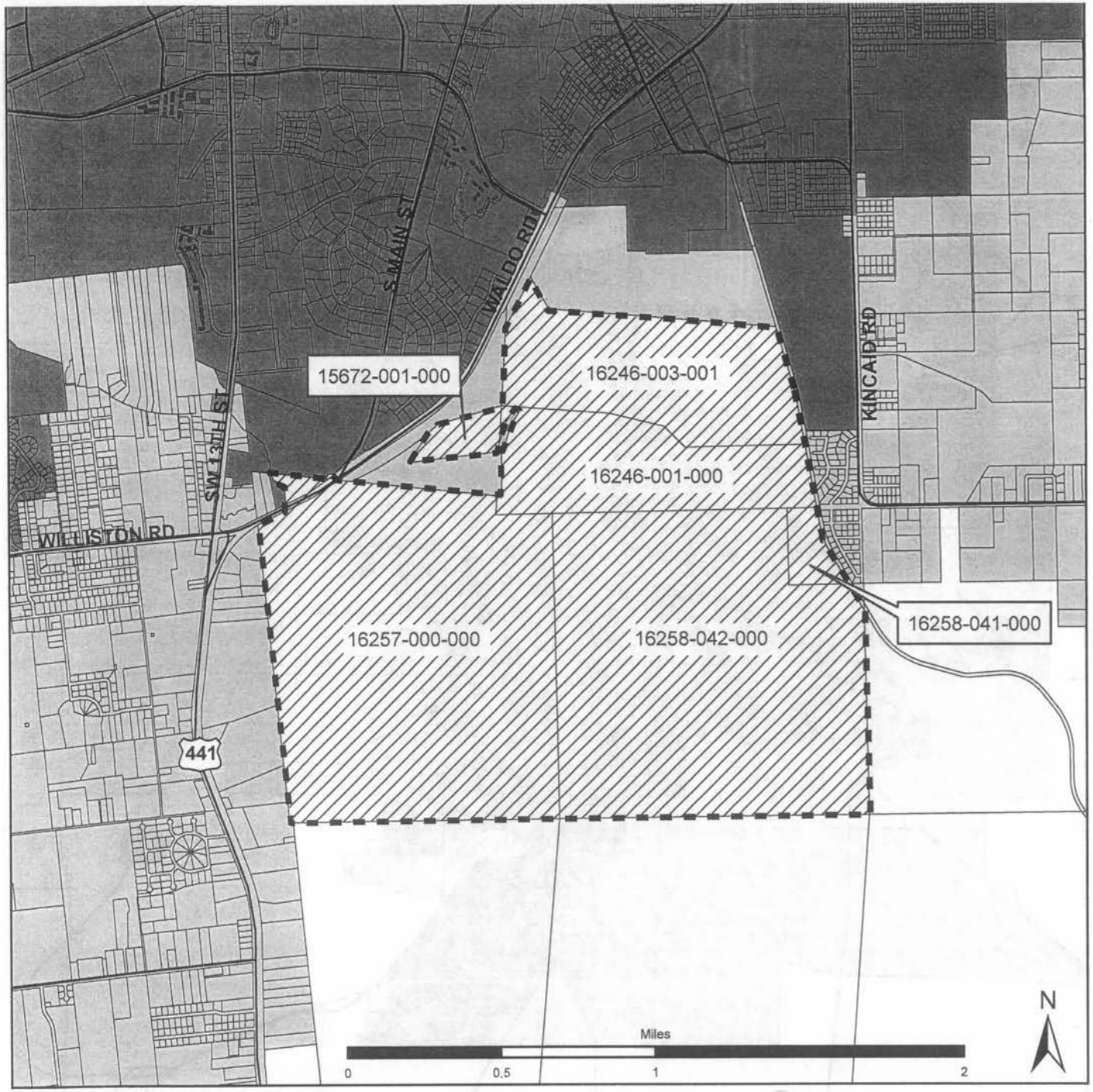
Legend

- Current Gainesville City Limits
- Gainesville Reserve Area As Adopted in 2006
- Area Added to Gainesville Reserve Area
- Roads

* The Reserve Area addition shown on this map was approved by the Gainesville City Commission at the April 21, 2011 public hearing. Any Reserve Area changes will not become final until approved by the Alachua County Commission at a public hearing, in accordance with the Alachua County Boundary Adjustment Act.

Alachua County
Growth Management Department
May 9, 2011

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City of Gainesville Proposed Addition to Reserve Area*

Legend

- Current Gainesville City Limits
- Gainesville Reserve Area As Adopted in 2006
- Proposed Addition to Gainesville Reserve Area
- Tax Parcels
- Roads

* The Reserve Area addition shown on this map was approved by the Gainesville City Commission at the April 21, 2011 public hearing. Any Reserve Area changes will not become final until approved by the Alachua County Commission at a public hearing, in accordance with the Alachua County Boundary Adjustment Act.

Alachua County
Growth Management Department
May 9, 2011



STATEMENT OF COUNTY SERVICES FOR GAINESVILLE RESERVE AREA

For County Services which are Provided Countywide or within Unincorporated Areas within the Gainesville Reserve Area

May 5, 2011

ALACHUA COUNTY STATEMENT OF SERVICES

UPDATED MAY 5, 2011

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INTRODUCTION

Section 225.05 of the Alachua County Boundary Adjustment Act (BAA) requires that the County adopt a statement identifying any services, such as police, fire protection, solid waste disposal, potable water, sanitary sewer, drainage or flood control, parks and recreation, housing, street lighting, transportation, and other services, which are provided by the county to residents of its proposed reserve areas; any capital facilities being used to provide such services in the proposed reserve areas; and any plans it has to provide additional services or to provide services other than electric utility services to additional areas within its proposed reserve areas. The statement must also include an identification of the land uses and densities and intensities which are permitted in the reserve areas by the county's Comprehensive Plan. Every five years, the County is required to review its reserve areas and accompanying statement of services in accordance with Section 225.07 of the BAA. Based on this review, if the County or a municipality desires a change in its Reserve Area, then the Reserve Area boundaries and accompanying statements of services are updated in accordance with the process detailed in the Boundary Adjustment Act.

The following identifies and describes those County services which are provided countywide or within unincorporated areas within the Gainesville Reserve Area. The descriptions are for those services which are currently provided, and may be subject to change in the future as a result of budget and other factors, such as modified or new interlocal service agreements.

FUNDING OF SERVICES

The scope and extent of those services provided by the County that are funded from the County General Fund and MSTU funds may be affected by reductions in those revenues resulting from annexations by municipalities.

COMMUNITY SUPPORT SERVICES

Alachua County provides various services through its Community Support Services Department, including Community Health Offering Innovative Care and Educational Services (CHOICES), Community Partnerships, Cooperative Extension, Crisis Center, Partners for a Productive Community, Poverty Reduction, Social Services, Veteran Services and Victim Services & Rape Crisis Center. The range of services are comprised of primary and preventative health benefits, general assistance, senior volunteer services, and grant programs for local non-profits, along with neighborhood revitalization and programs designed to reduce the effects of poverty. Services are also offered through collaborative partnerships which provide a scientifically based agricultural, human and natural resource education programs. In addition to suicide and crisis intervention, assistance is also given to veterans, their dependents and survivors. Also, included in the combination of programs is a comprehensive continuum of services given to victims of sexual and other violent crimes.

The Community Support Services programs are funded through the County's general fund, a health care surtax, state and federal grants. Expansion or reduction of programs and or services would be wholly dependent on a reduction of local, state or federal funding. All Community Support Service programs are provided on a countywide basis and would not change as a result of annexation into a municipality.

COURT SERVICES

Alachua County provides various court-related services, including the following:

1. The Community Service program assigns individuals ordered by the Court to perform community service hours in lieu of fines or jail time at community based non-profit and governmental agencies. Individuals in the Work Crew Direct Sentence program also perform community service work through special projects and are provided transportation and related equipment to specially designated work-sites. The Community Service program also provides supervision of persons on Level 1 Compliance Probation.

2. The County Probation Program supervises misdemeanor offenders placed on reporting probation by the Court. Any resident of Alachua County sentenced to reporting probation is supervised by this program regardless of where in the County they reside. This office also accepts transfers from other probation offices upon request for the supervision of individuals who have moved to this area while on probation. Probation Officers track compliance with the orders of the Court, provide case management services and report to the Court as needed.

3. The Day Reporting Program provides intensive supervision and treatment services to both sentenced county probationers and pretrial defendants. Individuals participating in the Day Reporting program must check into the facility multiple times per week. Case management services provided include substance abuse treatment, Anger Management, Batters Intervention, and GED classes.

4. The Drug Court program provides intensive supervision, case management and treatment services to individuals charged with third degree drug related felony charges and some post plea adjudicated clients. Services include substance abuse treatment, mental health referrals and treatment, weekly court, urinalysis, legal case management, life skills and GED classes.

5. Metamorphosis is a long term residential substance abuse treatment center run in cooperation with the State of Florida's Department of Children and Family (DCF). Any resident of Alachua County and/or DCF Circuits 3 or 8 is eligible to receive services if they have a presenting substance dependency problem or co-occurring substance abuse dependence and mental illness.

6. Opus provides outpatient group and individual counseling to people ordered to participate in court services supervision programs. Those persons who meet clinical program criteria and live in Alachua County are eligible to receive these services.

7. Jail Population Management screens people in or likely to be sentenced to the Alachua County Jail to determine eligibility for court services programs. It also assists persons in jail who are receiving or likely eligible to receive Social Security Disability Income (SSI/DI). The No Wrong Door program provides case management, housing, transportation and psychotropic medication assistance for people under Court Services supervision who have a substance abuse, mental health, or co-occurring diagnoses.

8. Pretrial Release provides investigative and supervision services for defendants with pending criminal charges in Alachua County. Pretrial Investigations provide the Court with information on a defendant so that the First Appearance judge can make an informed decision on whether or not to release someone from jail while their charges are pending. The supervision services provide a continuum of court ordered supervision to pretrial defendants that range from minimum to maximum supervision with treatment, electronic monitoring, and Mental Health Court components.

9. Work Release is a 65 bed, minimum security detention facility that allows offenders to work in the community while serving their sentence. Participants must secure employment in the community within two weeks of admission or risk being returned to jail. All program participants are screened for entry into the program's substance abuse outpatient treatment program which is licensed by the Department of Children and Families.

Alachua County provides various court-related services on a countywide basis. These services and their funding would not change as a result of annexation of lands into municipalities. Funding for the Community Service, County Probation, Drug Court, and Day Reporting program comes from the General Fund. Program participants also pay a fee to participate. Metamorphosis receives funding from DCF and a variable match from the County general fund. Funding for Opus and the Jail Population Management program comes from the General Fund and federal grants. Pretrial Services funding comes from the general fund, however participants of the electronic monitoring and global positioning satellite supervision (GPS) component pay a service fee based on income. All funding for Work Release comes from the general fund.

There are no additional court services planned before or after annexation.

PUBLIC SAFETY

Alachua County provides the following services and facilities through the Department of Public Safety:

1. Fire Protection Services: Fire suppression services and initial response non-transport emergency medical services are provided in the unincorporated area of Alachua County by the Alachua County Department of Public Safety and by certain municipalities (Gainesville, Micanopy, LaCrosse, Newberry, High Springs) and independent fire districts (Cross Creek, Melrose & Windsor) through interlocal agreements. Funding for fire protection services to unincorporated areas of Alachua County is provided through the Municipal Services Taxing Unit (MSTU).

   Within the Gainesville District, fire suppression, first response emergency medical, and hazardous materials response services are provided through the Fire Services Assistance Agreement (FSAA) between Alachua County and the City of Gainesville. Through this agreement, the response resources of both the Alachua County Department of Public Safety and the Gainesville Fire-Rescue Department are pooled in an "automatic aid system" where the closest units are dispatched to emergency calls whether within the municipal limits of the City of Gainesville or in the unincorporated urban area. Funding for newly annexed

areas into the City of Gainesville will be provided by the City, or as provided in the Fire Services Assistance Agreement (FSAA).

Other fire prevention and inspection services are provided throughout the unincorporated areas by the Alachua County Department of Public Safety. These services include: life safety and fire codes management, plans review and accompanying inspections, fire origin and cause investigations, arson investigations, and life and fire safety inspections.

Additional service units (stations, apparatus and personnel) are added to the Alachua County Department of Public Safety when sufficient new development has occurred requiring additional resources to continue a specified level of service, and when one or more of the interlocal service partners negotiates with the County to enhance the level of service in specified areas. The County does have a number of interlocal agreements with municipalities and independent fire districts, which in the future, may offer opportunities to provide mutually agreed upon enhancements to fire protection services.

2. Emergency Medical Services: Emergency Medical Services Advanced Life Support Transportation is provided throughout the unincorporated and incorporated areas of Alachua County by the Alachua County Department of Public Safety. Emergency medical care and transportation of the sick and injured in Alachua County is provided as a function of the Alachua County Department of Public Safety, with a countywide system of EMS personnel and transport units (ambulances, or mobile intensive care units). The County will continue to provide Emergency Medical Services in any newly annexed areas through the Alachua County Department of Public Safety after annexation. Funding for emergency medical services is provided through fees for services and a subsidy from the County General Fund (to fund the difference between total fees collected and the cost of operating the system).

   Advanced Life Support (ALS) units are added to the EMS System when sufficient new growth has occurred requiring additional response units in order to maintain the level of service.

3. Emergency Management Services: Under the provisions of Chapter 252, Florida Statutes (Emergency Management Powers of Political Subdivisions), Alachua County provides emergency management planning, hazard mitigation, response coordination and disaster recovery services throughout Alachua County. The Alachua County Department of Public Safety has overall coordination responsibility for mitigation, preparedness, response, and recovery from all natural and human-caused hazards to the citizens, environment, and property of Alachua County. The County will continue to provide emergency management services in any newly annexed area through the Alachua County Department of Public Safety's Division of Emergency Management after annexation.

   Emergency Management services are funded through several State of Florida grants and a matching portion from the County's General Fund. Additional programs and support staff are added to the Program when mandated by the State Division of Emergency Management, or when indicated by local needs. There are no plans for additional services and associated facilities at this time.

4. Enhanced 911 Office Services: The Alachua County Department of Public Safety's Enhanced 911 Office provides addressing, database management, and mapping services throughout the unincorporated areas of the County. Within incorporated areas, the municipality assumes responsibility for addressing and providing current addressing information of newly annexed areas to the Alachua County Department of Public Safety's Office of E911 Services after annexation. Additionally, the Office provides the maintenance of telephone company databases through contracts to the Alachua County Combined Communications Center for managing emergency calls, provides the capital and outlay for equipment and operational supplies related to emergency call taking, and provides oversight of the Combined Communications Center's operation through audits of emergency call taking performance. E911 Office operations is funded through a landline telephone surcharge and a wireless telephone surcharge, and support from the County's General Fund which provides office space and utilities, furniture, small equipment and vehicles.

   The E911 Office provides periodic updates to the E 911 System as needed to maintain service and keep pace with technological advances. An example of such an update is the implementation of the Next Generation 911 System. There are no plans for additional services and associated facilities at this time.

ENVIRONMENTAL PROTECTION

Various Environmental Protection Services are provided by Alachua County, including Environmental Planning, Environmental Review, Hazardous Waste Collection, Hazardous Materials Management, Alachua County Forever (ACF) Land Conservation, Petroleum Clean-up and Storage Tank Inspection, Water Quality Code Enforcement / NPDES Services, and Water Quality Monitoring.

Environmental Planning: Environmental Planning services for natural resource planning are provided by the County, including technical support for natural resources planning associated with the goals, objectives, and policies of the Comprehensive Plan and the development and implementation of the land development regulations. The services include proactively providing natural resources protection through the local land use planning process. Environmental planning also maintains effective partnerships, communication, and coordination with other agencies and municipalities.

These services are provided in the unincorporated areas and upon request from municipalities. Funding of these services is provided by the General Fund and MSTU. County services will be discontinued within the Gainesville Reserve Area upon annexation. There are no plans for expansion of services or addition of capital facilities before or after annexation.

Environmental Review: Environmental Review services provided by Alachua County include: environmental reviews of land development applications, zoning and plat reviews, administrative and building permits, complaint investigations and enforcement in response to local, state, citizens and business requests as they relate to natural resources of the county. Additional services include expert natural resource testimony, natural resources protection from impacts of land development by supplementing protection provided by water management district, state and federal

environmental permitting programs. The program maintains effective partnerships, communication and coordination with other regulatory and permitting agencies.

Environmental review services are provided through the County's Development Review process in the unincorporated areas. These services will be discontinued within the Gainesville Reserve Area upon annexation. There are no plans for expansion of other services or addition of capital facilities before or after annexation. Funding of these services is provided from the MSTU and from Development Review fees for the unincorporated areas. Funding of services will not change after annexation.

Hazardous Waste Collection: Hazardous Waste Collection, Disposal and Recycling services are provided by Alachua County through the Environmental Protection Department utilizing the Facilities of the Household Hazardous Waste Collection Center, the Rural Collection Centers and mobile and remote collection events in neighborhoods and municipalities throughout the County. Service provided includes countywide Hazardous Waste Collection, Recycling, and Disposal network for household and small business hazardous wastes. Operations include comprehensive Hazardous Waste "Toxic Roundup" Collection Center, collection of recyclable hazardous wastes at 5 rural collection centers, and neighborhood and small municipality based collection events. Materials collected include waste petroleum products, household chemicals and paints, automotive chemicals, pesticides, fluorescent tubes, waste solvents, unwanted pharmaceuticals, waste vegetable oils, and discarded computers, monitors, electronics and television sets. This service is operated in conjunction with companion programs for hazardous materials and small quantity hazardous waste facility inspection programs to allow low cost disposal services for small businesses. Service promotes pollution prevention best practices and environmental education to reduce the amount of hazardous wastes generated in Alachua County.

Hazardous Waste Collection Services are provided countywide, including unincorporated areas and all municipalities. Services provided after annexation will be the same as those provided before annexation.

Funding of hazardous waste collection services is provided from the Solid Waste Enterprise Fund and includes funding from FDEP Co-op contracts and interlocal agreements for management of one day hazardous waste collection events in five surrounding counties. Funding of services will not change after annexation.

Expansion of collection for waste vegetable oil (WVO) for production of biodiesel fuel is planned for the current year. Expansion of the Hazardous Waste Collection Center facility planned for 2011 will provide more hazardous waste processing capabilities.

Hazardous Materials Management: Hazardous Materials Management services provided by the County include pollution prevention compliance inspections, spill response to hazardous material spills, contamination clean-up oversight, complaint investigations and enforcement associated with the Alachua County Hazardous Materials Management Code, Chapter 353. Inspections at more than 800 regulated facilities are performed annually. Services provided also include Small Quantity Hazardous Wastes Generator Inspections to ensure compliance with proper storage, disposal, and recordkeeping requirements as mandated by Florida Statutes. These services and functions are

provided countywide, including the unincorporated areas and all municipalities, and will not change with annexation. There are no plans for expansion of services or addition of capital facilities for these services before or after annexation. Funding of these services is provided from fees collected from registered hazardous materials facilities and from the Solid Waste Enterprise fund.

Alachua County Forever (ACF) Land Conservation Program: Alachua County acquires and manages environmentally sensitive lands countywide, through the ACF program. Where possible, ACF develops partnerships to leverage federal, State, municipal and private acquisition and land management funds. Program services are mandated by the November 7, 2000 Referendum, Chapter 36 of the Alachua County Code and Resolutions 00-60 and 09-10. Services are provided countywide.

Funding for the ACF Program is provided by the Alachua County Forever G.O. Bonds, proceeds from a 2-year, 0.5-cent local government infrastructure surtax lifted in December 2010, federal and State grants and partnerships, municipal and private partnerships and by the General Fund. Municipal partnerships are in place only in municipal jurisdictions. After annexation, the County may seek to enter into partnerships with municipalities to leverage acquisition and land management funding. The County General Fund supports the core functions of the Program and long term land management. Acquisitions and capital improvements to the acquired lands are funded by the Bonds.

After annexation, the ACF Program will continue to acquire property countywide. Some additional acquisitions may take place within municipal boundaries or in Reserve Areas. The County may form partnerships with the municipalities to accomplish Program goals.

Petroleum Clean-Up and Storage Tank Inspection: Alachua County provides Petroleum Clean-up and Storage Tank Inspection services, under contract with the Florida Department of Environmental Protection. Services provided involve management of clean-up operations at petroleum contaminated sites within Alachua County. Services include providing engineering, fiscal, and field oversight of cleanup contractors and providing technical assistance on cleanup sites to citizens, contractors, banking, and real estate interests. Petroleum Storage Tank Inspection services also involve compliance inspection and enforcement services for regulated petroleum storage tank facilities within Alachua County. These services are provided countywide, including the unincorporated areas and all municipalities. Funding is provided by the Florida Department of Environmental Protection through contracts with Alachua County.

The level of services provided is determined by the priority ranking of clean-up sites by the FDEP and by the funding provided by FDEP based on the number of priority clean-up sites and number of regulated storage tank facilities. There are no plans for expansion of services or addition of capital facilities for these services before or after annexation.

Water Quality Code Enforcement/NPDES Services: Alachua County provides Water Quality Code Enforcement and National Pollutant Discharge Elimination System (NPDES) services in the unincorporated areas and in all municipalities. NPDES Illicit Stormwater Discharge Detection Program services are provided within the City of Gainesville Urbanized Area which includes the incorporated area within the City of Gainesville and the unincorporated Gainesville Urban Reserve

area, through a contract with a Joint Partnership of the City of Gainesville, the Florida Department of Transportation and Alachua County. For NPDES purposes the definition of Urbanized Area is 'a land area comprising one or more places – central place(s) – and the adjacent densely settled surrounding area – urban fringe – that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile.

The Water Quality Code enforcement services include: providing compliance inspections, complaint investigations, and enforcement related to county water quality protection codes in particular the Water Quality Code, Chapter 77. This service is provided countywide. The NPDES Illicit Stormwater Discharge Detection services include: providing for detection of illegal discharges to stormwater systems through water quality monitoring, compliance inspections, complaint investigations, and enforcement. These NPDES services are mandated by the Federal Clean Water Act and the Joint Partnership Agreement between Alachua County, City of Gainesville, and Florida Department of Transportation. Based on population formulas and federal requirements, these NPDES services are only currently provided in the City of Gainesville Urbanized Area.

Funding for the Water Quality Code enforcement services is provided by the General Fund countywide and for all municipalities. The NPDES Joint Partnership Agreement between the City of Gainesville, Florida Department of Transportation and Alachua County provides financing for NPDES Illicit Discharge Detection Program services in the City of Gainesville Urbanized Area. The Alachua County Public Works Department funds Alachua County's cost share of the Partnership Agreement including costs of the NPDES Illicit Discharge Detection Program through the gas tax.

For NPDES Illicit Discharge Detection services, funding of services provided by the Environmental Protection Department for the Joint Partnership will not change after annexation. Cost allocations between the City of Gainesville and Alachua County for funding the Partnership Agreement may need to be adjusted to take into account changes in City of Gainesville boundaries. The source of funding for water quality code enforcement activities will not change after annexation.

Water Quality Monitoring: Alachua County provides Water Quality monitoring services countywide, including, conducting water quality monitoring of local groundwater, springs, creeks, and lakes; inspecting and testing effluent of all waste water treatment plants; implementation of well registration code, implementing interlocal, water management district, state, and federal grant projects to assess and protect water quality; providing expert water quality, geo-hydrology and geology review and testimony.

Funding for the Water Quality program is provided by the General Fund, facility fees and contracts with the FDEP, water management district, and federal government, and through federal grants. Funding of services will not change after annexation.
There are no plans for expansion of services or addition of capital facilities for these services before or after annexation.

LAW ENFORCEMENT

Alachua County provides the following law enforcement and related services through the Alachua County Sheriff's Office.

Law Enforcement Services provided by the Alachua County Sheriff's Office countywide include high visibility patrols, response to calls for service, targeted investigations and traffic enforcement patrols, and specialized units such as criminal investigations, forensics, marine enforcement, rural enforcement, bomb disposal, warrants and court/civil process. The Sheriff's Office also provides services mandated by Florida Statutes.

Communications and Dispatch. Through an Interlocal Agreement with the County and the City of Gainesville, the Alachua County Sheriff's Office provides dispatch for the Sheriff's Office, Alachua County Public Safety, the Gainesville Police Department, and Gainesville Fire Rescue.

Detention. Through an Interlocal Agreement with the County, the Alachua County Sheriff's Office operates the county's detention facility which houses pre-trial detainees and inmates sentenced to serve their sentences at the county facility.

The Sheriff's Office provides those services listed above on a countywide basis and operates out of its main headquarters. Communication and Dispatch Services are housed in a separate facility adjacent to the main headquarters. The Jail facilities are located on NE 39th Avenue, and the Civil Bureau is housed in the County Administration Building in downtown Gainesville.

Law enforcement services provided by the Sheriff are countywide. The City of Gainesville is expected to provide those law enforcement services currently provided to the residents of the City of Gainesville to the newly annexed areas, after annexation takes place. The Alachua County Sheriff's Office will continue to provide those law enforcement services it is mandated or authorized to provide by Florida Statutes.

Funding for County law enforcement services, including funding for the Jail, is through county taxes, special revenues, fees, and grants. The budget for the Communications Center is funded by County and City of Gainesville taxes and special revenues. There are no plans for additional law enforcement services or associated facilities before or after annexation.

GROWTH MANAGEMENT

Building Permitting: Alachua County provides building permitting services, including plan review, inspection, and contractor licensing/verification in order to enforce the Florida Building Code. Prior to annexation, the County provides these services within the unincorporated areas of Alachua County, including the Gainesville Reserve Area. The County will no longer provide building permitting services within the City of Gainesville after annexation, except as provided in the Annexation Transition Agreement between Alachua County and the City of Gainesville.

Funding for building permitting services in the unincorporated area is through an Enterprise fund, from revenues received by the Alachua County Office of Codes Enforcement, as authorized by F.S. Sec. 125.56(2). Fees for such services are used for carrying out the responsibilities in enforcing the Florida Building Code. Funding for building permitting services within the City of Gainesville will be the responsibility of the City after annexation.

There are no plans to provide additional building permitting services or associated facilities before or after annexation.

Codes Enforcement: Alachua County provides code enforcement services throughout the unincorporated area, including the Gainesville Reserve Area, to enforce the Alachua County Unified Land Development Code, and other County codes relating to nuisance, buildings and construction, and housing. This is accomplished through complaint investigation, surveillance, scheduled inspections, and permitting/licensing of certain activities within the unincorporated areas of the County. The County responds to citizen complaints regarding zoning, land use, nuisance, and building and construction violations with the objective of correcting violations and obtaining compliance within a reasonable period of time. Funding for Code Enforcement services is provided through revenues received from user specific fees and through the Municipal Services Taxing Unit (MSTU). User specific fees are in accordance with the Alachua County Fee Schedule adopted by resolution.

After annexation into the City of Gainesville, the County will no longer provide code enforcement services within the newly annexed areas. In the transitional period between annexation and amendment of the City's Plan and Land Development Regulations to apply to an annexed area, the provisions of the Annexation Transition Agreement will apply. After annexation into the City of Gainesville, funding of code enforcement services will be the responsibility of the City.

There are no plans to provide additional services and associated facilities to any of the unincorporated areas or reserve areas before or after annexation.

Development Review: The County provides administration and coordination of the development review process for all development in unincorporated Alachua County and the reserve areas of respective municipalities in accordance with the Unified Land Development Code. This includes the operation and function of the Development Review Committee as defined in the Alachua County Unified Land Development Code. The development review process is funded through user specific fees and permit fees associated with the projects under consideration in accordance with the Alachua County Fee Schedule adopted by resolution.

After annexation into the City of Gainesville, development review services will be provided by the City, and Alachua County will no longer be involved in the development review process. After annexation, funding for development review services will be the responsibility of the City of Gainesville.

There are no plans to provide additional development review services and associated facilities to any of the unincorporated areas or reserve areas after annexation, other than interpretation and development applications that are in progress.

Housing: Alachua County administers various housing programs, including Housing Rehabilitation, Down Payment Assistance, Single Family Housing Development Program, Multi-Family Housing Development Program, and Foreclosure Intervention. Housing loans and grants are made to eligible individuals and eligible sponsors, through state and federal housing programs, to increase the supply of new affordable housing stock as well as to improve the condition of existing

affordable housing stock. These loans and grants are provided through the State Housing Initiative Partnership (SHIP) and Community Development Block Grant (CDBG). County SHIP funds must be expended outside the city limits of the City of Gainesville with the exception of the Special Needs Strategy for which Alachua County has an interlocal agreement with the City of Gainesville to jointly administer and award SHIP funding. CDBG funds awarded to Alachua County may only be expended in unincorporated Alachua County.

Funding for housing programs is provided by SHIP and CDBG funds. After annexation, Alachua County will continue to offer SHIP financial assistance to the extent funding for the program is available from the State, within the unincorporated area and within all municipalities, except areas annexed by the City of Gainesville. SHIP Special Needs funding will continue to be available in the City of Gainesville through Alachua County after annexation, subject to funding availability from the State.

No additional housing services are planned before or after annexation.

Comprehensive Planning: Alachua County administers the Alachua County Comprehensive Plan, which is a 20 year vision of growth in Alachua County, consisting of Goals, Objectives, Policies and maps. The Alachua County Comprehensive Plan and Unified Land Development Code govern growth and development in the unincorporated areas of the County, including each of the Reserve Areas.

Within the Gainesville Reserve Area, the Alachua County Comprehensive Plan and all pertinent County land development regulations shall apply prior to annexation, and the County shall enforce and administer the Plan within unincorporated Reserve Areas. Until such time as Gainesville amends its Comprehensive Plan to include an annexed area, the County Plan and land development regulations will continue to apply to the annexed area, administered by the City. Once the City amends its Plan to include annexed areas, the City's Plan and land development regulations as administered by the City will apply.

Funding for Comprehensive Planning services comes from the General Fund. Application fees per an adopted fee schedule are paid by property owners for property-owner initiated amendments to the Plan.

PUBLIC WORKS

Alachua County provides various services through its Public Works Department, including: Animal Services, Parks and Recreation, Potable Water, Sanitary Sewer, Solid Waste, Stormwater, Street Lighting, and Transportation.

Animal Services: Alachua County provides enforcement of State and County regulations relating to animals on a countywide basis, including the unincorporated area and in all municipalities through interlocal agreements. Additionally, the County operates an animal shelter located at 3400 N. E. 53rd Avenue. Animals from all of Alachua County are received at the shelter, and all Alachua County residents may bring animals to this facility at no charge. The County responds to citizen requests for service for dogs and cats at large, animal bites, rabid animals, and nuisance animals

during normal working hours. Additionally, officers patrol problem areas whenever possible. After normal work hours, on weekends and holidays, the County maintains one officer on paid standby to respond to emergencies. Animal Services are funded through the General Fund of Alachua County.

Reserve Areas which are annexed into a municipality would continue to receive the same level of service they received prior to annexation. No additional services are planned at this time, either before or after annexation.

Parks and Recreation: Alachua County provides recreation services and facilities within the unincorporated areas and Forest Park within the City of Gainesville. Parks are developed and maintained by the County using a combination of staff and contractual services. Youth recreational programmed services consist of a middle school after school program run by the Alachua County School Board at Ft. Clarke Middle School and Kanapaha Middle School. Funding for these programmed services is through a Federal Department of Education grant that will terminate after FY2012. Poe Springs Park is currently managed through a private contract. Kanapaha Botanical Gardens is currently managed by the North Florida Botanical Society through a lease and contract.

The County maintains 24 parks and the Alachua County Fairgrounds totaling approximately 1,200 acres. County parks within the Gainesville Reserve Area are: Copeland, Cynthia Moore Chestnut Park and Clark Butler Nature Preserve, Earl P. Powers, Jonesville, Kanapaha Botanical Gardens, Lake Kanapaha, Kanapaha/Veterans, and Squirrel Ridge. Forest Park and the Alachua County Fairgrounds are in the Gainesville City limits.

Funding for County park maintenance is through the General Fund and MSTU. Funding for park development is through the General Fund, MSTU, County Florida Boating Improvement Program fund, parking impact fees, and grants.

The Countywide Recreation Master Plan calls for the upgrade of existing parks and development of 20 neighborhood parks (200 acres), 2 community parks (40-100 acres), and potentially the location for one competition level sports facility (150-200 acres) within the Gainesville Reserve Area. The plan also calls for additional programmed recreational services for all ages. It has not been determined which jurisdiction will be responsible for any additional park improvements and services identified in the Countywide Recreation Master Plan, when these additional improvements and services will be provided, and how they will be funded in the Reserve Areas after annexation. Additionally, efforts are being made to relocate the fairgrounds north of its current location and convert the current fairgrounds to a light industrial/office park for economic development purposes. The location of the future fairgrounds is in the Gainesville Reserve Area.

Potable Water: Alachua County does not provide potable water services within the Gainesville Reserve Area. These services are provided by Gainesville Regional Utilities, which is owned and operated by the City of Gainesville.

Solid Waste: In accordance with Chapter 403.706, F.S., Alachua County provides county-wide disposal services for all solid waste generated within the County, including within municipalities. The County provides public education on waste prevention, waste reduction and recycling to all citizens and businesses within the County regardless of jurisdiction. Collection of garbage,

recyclables and yard waste is provided to residents in the mandatory collection area of the unincorporated area. Drop-off centers are provided for residents in the non-mandatory unincorporated area to dispose of garbage, recyclables and household hazardous waste. In each case, the waste is delivered to the County's transfer station, processed and transported to the New River regional landfill in Union County, for disposal. The transfer station is located in the Leveda Brown Environmental Park at 5115 NE 63rd Ave. An interlocal agreement between the County and New River governs the disposal arrangement.

Alachua County provides solid waste disposal services countywide at an average of 0.75 tons per person per year. In addition, the County provides solid waste collection services within the area defined as the Municipal Services Benefit Unit (mandatory area). Rural drop-off centers are provided for all residents, regardless of jurisdiction, to dispose of garbage, recyclables and household hazardous waste. The Household Hazardous Waste Collection Center is available to all County residents regardless of jurisdiction. Public education programs are provided to all citizens regardless of jurisdiction.

Solid Waste services, except curbside collection services, are unaffected by annexation. For areas annexed into the City of Gainesville, Alachua County will continue to provide the curbside collection services through the end of the fiscal year upon the effective date of the annexation. The City of Gainesville will assume those responsibilities at the beginning of the next fiscal year following the effective date of the annexation.

Disposal services are paid by tip fees at the transfer station. Collection services, public education programs, use of the Household Hazardous Waste Collection Center and use of the rural drop-off centers are funded by special non-ad valorem assessments in the unincorporated area, and by special assessments within the municipalities, as authorized by City Ordinances.

Alachua County has no plans for additional solid waste services and facilities before or after annexation.

Stormwater: Alachua County responds to flooding and drainage issues in existing areas of development where flooding affects the public road system on an as-needed basis. This service is provided by Alachua County for County-maintained roads only. The Department will respond to flooding on private property in a declared State of Emergency. Drainage and Flood Control for new development or major redevelopment are governed by the Alachua County Unified Land Development Code.

County funding for activities relating to flooding and drainage issues affecting public county-maintained road systems is provided by Gas Taxes. General Fund Reserves are used for declared States of Emergency. These funds are usually reimbursed by the Federal Emergency Management Agency if the governor has also declared a State of Emergency.

The County has no plans for additional stormwater services or facilities, either before or after annexation.

Street Lighting: Street Lighting is provided within the Gainesville Regional Utilities (GRU) Service Area in accordance with the Fire Hydrant and Public Street Lighting Services Agreement between the City of Gainesville and Alachua County that was established on February 21, 1990. Under this agreement, GRU installs street lighting at the request of the County, and the street lighting is funded by a surcharge GRU assesses on all GRU customers in the unincorporated area. Street lighting outside of GRU's Service Area is only provided on major transportation facilities and is paid for by the County on a limited basis only. For State-maintained roads, partial reimbursement is provided by the Florida Department of Transportation.

Funding for street lighting is provided by the GRU Surcharge to customers in the GRU Service Area. Gas Taxes are used to fund street lighting on the major transportation facilities outside the GRU Service Area, where street-lighting is specifically requested by the County. Partial reimbursement is provided by the Florida Department of Transportation for street lighting on State-maintained roadways.

The County has no plans for additional street lighting services, either before or after annexation. Street lighting is generally installed within all new developments in the GRU Service Area, or on an as-needed basis in areas that are already developed. Street lighting is included in all new roadway projects where street lighting is warranted.

After annexation, street-lighting will be provided on County-maintained roads as described above, where warranted.

Transportation: The County provides transportation improvement services for the county road system including the following:

1. Design county road projects;
2. Investigate complaints regarding traffic conditions;
3. Collect and manage traffic accident data for the county road system;
4. Administer design and construction contracts;
5. Inspect transportation improvement projects;
6. Permit and inspect utility work within county rights-of-way;
7. Manage real property, including acquisition and donation of right-of-way for transportation improvement projects.
8. Maintain traffic signals and signs on the County road network in accordance with Manual of Uniform Traffic Control Devices.
9. Implement neighborhood speed control programs.

The Florida DOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, known as the "Green Book Standards", tasks the County with the responsibility of providing for the safe and efficient movement of all modes of traffic, and states that it is essential to maintain all aspects of the road right-of-way at the highest reasonable level of safety. Chapter 336.02, F.S. places the responsibility for maintenance and control of the county roads with the County Commissioners and further mandates that the roads be kept in good repair. This task is implemented by the following activities:

1. Grade all County maintained unpaved roads.
2. Trim brush and trees in County road rights-of-way.
3. Mow all paved and unpaved road rights-of-way.
4. Provide maintenance for all drainage facilities such as roadside ditches, outfall ditches, retention basins, and storm sewer systems.
5. Maintain paved roadways including: patching potholes, edge of pavement drop-offs, structural repairs, and leveling.
6. Respond to citizens' service requests.

Alachua County provides development review services in the unincorporated area and for the county road system. These services include engineering review and approval for development proposals, subdivision, driveway and drainage inspections, and stormwater management. This is accomplished through, but not limited to, the following activities:

1. Administer development regulations for land subdivision, private site development, stormwater management, access management and flood plain management
2. Make recommendations to the Development Review Committee on issues regarding transportation, stormwater, parks and solid waste issues
3. Make recommendations and provide technical expertise to the Board of County Commissioners on issues regarding comprehensive land amendments and rezoning requests
4. Make recommendations to the Board of Adjustment on issues regarding zoning variances and subdivision regulations
5. Review and issue commercial access, paving and drainage improvement permits on County roads located within the incorporated areas of Alachua County.
6. Provide needed flood information (Flood Insurance Rate Zone Information) and assistance to the public upon request along with the administration of the County's 100-Year Floodplain Code.

Jurisdictional responsibility for roads is based upon the functional classification and the corporate limits of the jurisdiction. Within municipalities, arterial road facilities are the responsibility of either the State of Florida or Alachua County. Regardless of annexation by a municipality, arterial roads remain the county or state responsibility. Functionally classified collector roads that extend into or through cities are the responsibility of Alachua County unless they have their beginning and ending totally within corporate boundaries. In the latter case, the collector roads wholly contained within municipal boundaries are transferred to the municipality.

The County maintains County roads and provides Development Review in the Reserve Areas, prior to annexation. Funding is provided by Gas Taxes and MSTU. After annexation, Alachua County maintains only County Roads functionally classified as collectors and arterials. This service is funded by Gas Taxes.

Plans for additional transportation services and facilities are identified in the County's adopted Transportation Improvement Program (TIP).

IDENTIFICATION OF PERMITTED LAND USES, DENSITIES, AND INTENSITIES PER SECTION 225.05 (3) OF THE BOUNDARY ADJUSTMENT ACT

The Alachua County Comprehensive Plan governs the use and development of land in unincorporated Alachua County. The Future Land Use Element of the Comprehensive Plan establishes specific land use categories and policies. Within the unincorporated portion of the Reserve Area of the City of Gainesville, future land use categories established on the Future Land Use Map include Rural/Agriculture (at a maximum gross density of 1du/5 acres), Preservation, Institutional, Urban Residential Land Use Categories, Estate Residential, Industrial Land Use Categories, Commercial Land Use Categories, Activity Centers, Institutional, Preservation, and Rural Cluster. Specific policies for these land use categories are contained in the Future Land Use Element of the Alachua County Comprehensive Plan.

ALACHUA COUNTY POSITION STATEMENTS PER SECTION 225.05 (7) OF THE BOUNDARY ADJUSTMENT ACT

1. Within the unincorporated areas of the established Reserve Area, the adopted Alachua County Comprehensive Plan and all pertinent county land development regulations shall apply prior to annexation and amendment of the City's Comprehensive Plan to designate the annexed area on the City's future land use map, except as may be provided by a joint planning agreement.

2. Any amendments to the Alachua County Comprehensive Plan or the County land development regulations effective after the adoption of a Reserve Area shall apply to the Reserve Area prior to annexation and amendment of the City's Comprehensive Plan to designate the annexed area on the City's future land use map, except as may be provided by a joint planning agreement.

3. Alachua County shall enforce and administer the Alachua County Comprehensive Plan and any amendments thereto within unincorporated areas of the Reserve Area, and fines and fees pursuant to such enforcement shall accrue to the county, except as provided by interlocal agreement or joint planning agreement.

4. It is the County's intent to minimize the impact on County employees of changes resulting from annexation of current county service areas in accordance with the Annexation Transition Agreement between Alachua County and the City of Gainesville.

5. Any changes in the county land use plan, zoning designation or in development regulations controlling development within the Reserve Area of the City of Gainesville, will be submitted to the City for their review and comment prior to being heard by the Alachua County Planning Commission or the Board of County Commissioners. Any comments received from the City will be included in the information presented to the Planning Commission or Board of County Commissioners as a part of the petition to change land use or development regulation.

May 24, 2011 Regular BoCC Meeting
Agenda Item #42

Title
CHOICES Enrollment Update (Amended)

Amount
N/A

Description
CHOICES Health Services Program Enrollment Update

Recommendation
Accept the CHOICES Health Services Program Enrollment Update

Alternative(s)
Do not accept the CHOICES Health Services Program Enrollment Update

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
CHOICES Update May 2011

Documents Requiring Action
None

Executive Summary
CHOICES Health Services Program Enrollment Update

Background
During the March 11, 2008 BOCC meeting, CHOICES Health Services Program Updates was requested.

Issues
None

Fiscal Recommendation
Sufficient funds have been budgeted for the CHOICES Health Services Program in the FY11 Budget

Fiscal Alternative(s)
None

Funding Sources
Indigent Health Care Sales Surtax

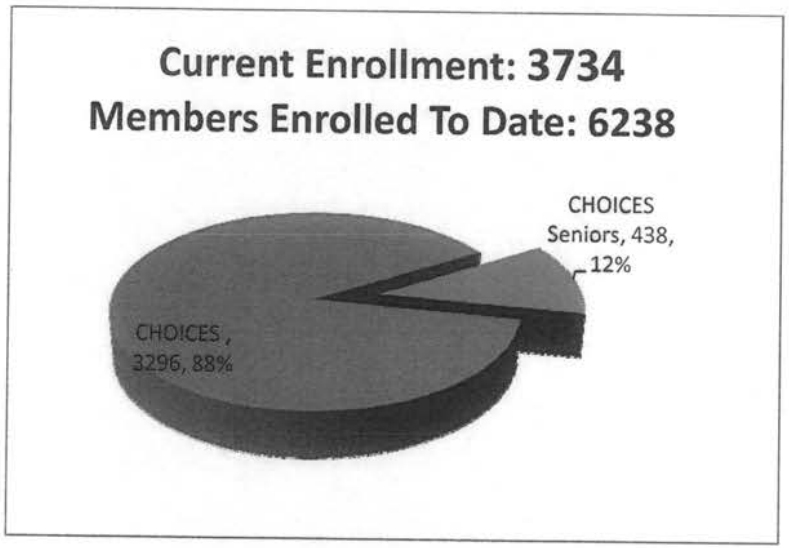
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010-2925

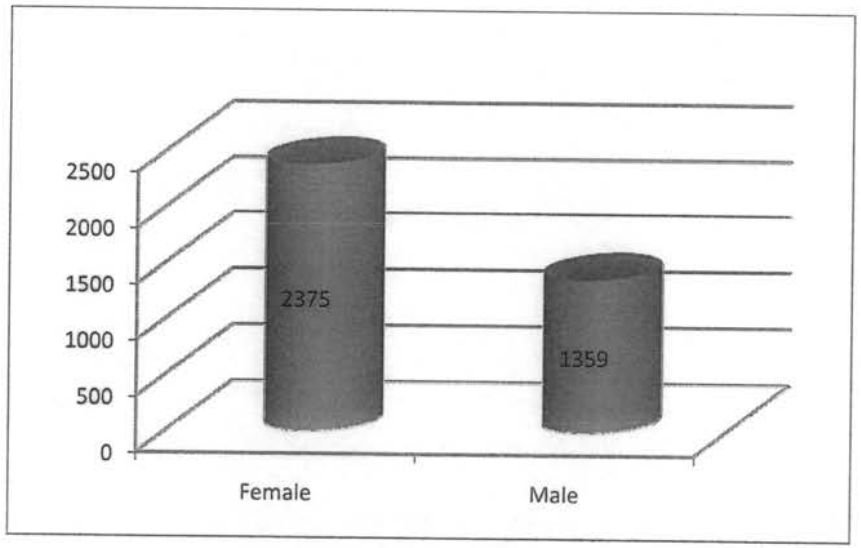
Attachment: CHOICES Health Services Enrollment Update May2011.pdf

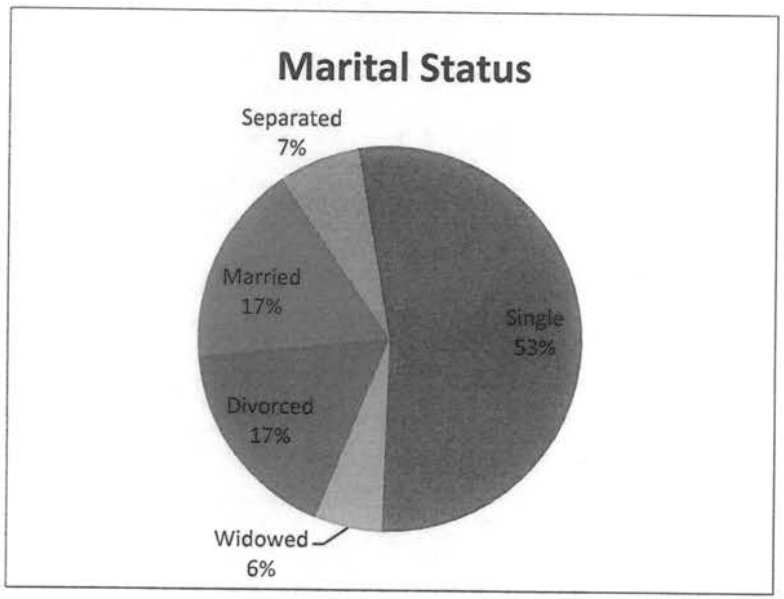
May 20

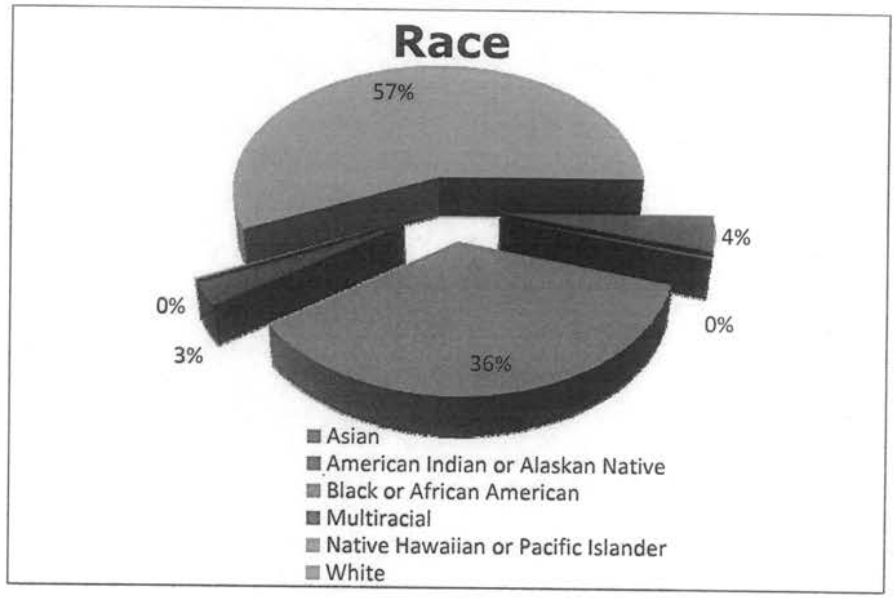
Alachua County's Department of Community Support Services
CHOICES Health Services Program Enrollment Update
Data as of: April 23, 2011

Current Member Enrollment: 3734 Senior Dental: **438** Members Served to Date: 6238









43

May 24, 2011 Regular BoCC Meeting
Agenda Item #43

Title
Letter to State on Expiration of CHOICES surtax (Amended)

Amount
N/A

Description
Request Approval of a letter from the BoCC expressing the Boards intent to allow the CHOICES .25 percent Surtax to expire in December, 2011.

Recommendation
Authorize Chair to sign and send letter to State Department of Revenue expressing the Boards intent to allow the CHOICES .25 percent Surtax to expire December 2011.

Alternative(s)
Do not authorize Chair to sign and send letter.

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
Draft letter to State Department of Revenue; Original letter of request from State Dept. of Revenue.

Documents Requiring Action
Letter to State Department of Revenue; Original letter of request from State Dept. of Revenue.

Executive Summary
In April 2011 the BoCC Chair received a letter from the Refunds and Distribution Process Area of the Florida Department of Revenue seeking written confirmation if the BoCC intends to allow the Voter Approved Indigent Care Surtax to expire December 31, 2011. The draft letter expresses that intent. The letter has been reviewed by the County Attorney's Office.

Background
The Indigent Care Surtax is scheduled to expire December 31, 2011. The State is requesting notification of the BoCC intent to allow Ordinance 04-05 to expire on that date.

Issues
Need to respond to State request.

Fiscal Recommendation
With expiration of Ordinance 04-05 there will be no fiscal effect other than the collection of the tax will cease.

Fiscal Alternative(s)

None

Funding Sources
No funds will be expended.

Account Code(s)
N/A

Attachment: Ltr Surtax RefundDistributions 2.pdf
Attachment: Ltr KMStraubinger.pdf

FLORIDA
DEPARTMENT OF REVENUE

Executive Director
Lisa Vickers

Refunds and Distribution
Revenue Accounting Sub-process
P.O. Box 6609
Tallahassee, FL 32314-6609

Received: Commission Office
Date: 4-14-11
From: Chair
To: BoCC, RHR, D.Wagner, Agenda
Elmira Warren
Robert Bailey

April 7, 2011

Mr. Lee Pinkoson, Chair
Alachua County Board of County Commissioners
P.O Box 2877
Gainesville, FL 32602-2877

Dear Mr. Pinkoson:

In 2004, Alachua County passed Ordinance Number 04-05 that levied a 0.25% Voter Approved Indigent Care Surtax pursuant to s. 212.055(7), F.S. According to our records this surtax will expire December 31, 2011. Please confirm if you intend for this ordinance to expire without extension. Also, please contact this office with a copy of the newly proposed ordinance to extend this, or create any new surtax levy.

Mr. Pinkoson, if the Florida Department of Revenue can be of further service to Alachua County, please call Rebecca Sponholtz or John Crotty at (850) 617-8586.

Sincerely,

Kim M. Straubinger

Kim M. Straubinger
Revenue Program Administrator I
Refunds and Distribution Process

KMS/kls
cc: Alachua County File

Alachua County
Board of County Commissioners

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

Administration
Randall H. Reid
County Manager

May 25, 2011

Kim M. Straubinger
Revenue Program Administrator
Refunds and Distribution
P.O. Box 6609
Tallahassee, FL 32314-6609

Dear Ms. Straubinger,

In response to your inquiry of April 7, 2011, this letter will serve as confirmation that the Alachua County Board of County Commissioners will allow the imposition of the .25% surtax imposed by Ordinance 04-05 to expire on December 31, 2011 without extension. We will notify you immediately if the County Commission changes its position on adopting an ordinance and calling for a referendum during calendar year 2011 to extend the Voter Approved Indigent Health Care sales surtax in Alachua County.

Sincerely,

Lee Pinkoson, Chair
Alachua County Board of County Commissioners

chr11.072
RB/RB/cew

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

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

Alachua County
Board of County Commissioners

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

Administration
Randall H. Reid
County Manager

May 25, 2011

Kim M. Straubinger
Revenue Program Administrator
Refunds and Distribution
P.O. Box 6609
Tallahassee, FL 32314-6609

Dear Ms. Straubinger,

In response to your inquiry of April 7, 2011, this letter will serve as confirmation that the Alachua County Board of County Commissioners will allow the imposition of the .25% surtax imposed by Ordinance 04-05 to expire on December 31, 2011 without extension. We will notify you immediately if the County Commission changes its position on adopting an ordinance and calling for a referendum during calendar year 2011 to extend the Voter Approved Indigent Health Care sales surtax in Alachua County.

Sincerely,

Lee Pinkoson, Chair
Alachua County Board of County Commissioners

chr11.072
RB/RB/cew

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

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

May 24, 2011 Regular BoCC Meeting
Agenda Item #44

Title
Neighborhood Stabilization Program (NSP) Deeds 001 and 008(Amended) (Amended)

Amount
N/A

Description
Request Approval of the form of NSP Deeds

Recommendation
Approve the form of the deeds for the Neighborhood Stabilization Program 001 and 008 for these buyers.

Alternative(s)
Amend and approve the form of the deed for these buyers.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
County Deeds for NSP 001 and NSP 008

Documents Requiring Action
County deeds for NSP 001 and NSP 008

Executive Summary
The conveyance of property purchased by Alachua County through the Neighborhood Stabilization Program, is governed by the Alachua County NSP Property Conveyance Ordinance. The ordinance indicates that the Board approves the form of the deed for each buyer. Attached are county deeds for two NSP sales.

Background
The Board approved the sales contract for NSP 001 on March 22, 2011 and for NSP 008 on April 12, 2011 in accordance with the NSP ordinance.

Issues
Staff has been advised by the County Attorney's office to follow this procedure for each buyer.

Fiscal Recommendation
This recommendation has no adverse fiscal impact.

Fiscal Alternative(s)
n/a

Funding Sources
Neighborhood Stabilization Program

Account Code(s)
Fund 203

Attachment: County_DeedNE12St.pdf
Attachment: County_DeedNW126Ave.pdf

This instrument prepared by:
Beth Godwin
U.S. Title
2622-B2 N.W. 43rd Street
Gainesville, Florida 32606

Part of Tax Parcel #08231-003-015
Highland Court Manor
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this 12th day of May, A.D., 2011, by **ALACHUA COUNTY, FLORIDA,** a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, as party of the first part, and **ARTHUR L. MITCHELL, A SINGLE MAN** whose mailing address is 3150 N.E. 12th Street, Gainesville, Florida 32609, as party of the second part;

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, does hereby convey and transfer unto the party of the second part, their successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

Lot 15, Unit No. 4 Highland Court Manor, acording to the map or plat thereof as recorded in Plat Book F, Page 77, Public Records of Alachua County, Florida.

TO HAVE AND TO HOLD the premises, and all the estate, right, title, lien, interest and claim whatsoever of the party of the first part, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of the party of the second part, their heirs and assigns or successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said Board, the day and year first above-written.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby,
Clerk of Circuit Court

APPROVED AS TO FORM

_____
County Attorney

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2585007 2 PGS
Jul 01, 2010 11:20 AM
BOOK 3966 PAGE 822
J. K. IRBY
Clerk Of Circuit Court
Alachua County, Florida
CLERK10 Receipt # 447869

Doc Stamp-Deed: $585.90

2585007 2 PGS

Prepared by and return to:
Jessica Boehme
Employee
Deval, LLC
1750 Tree Blvd
Saint Augustine, FL 32084
091-283319
Parcel ID: 08231-003-015

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this **25th** day of **June, 2010** between Shaun Donovan, the Secretary of Housing and Urban Development, and/or its successor, whose post office address is 2600 Douglas Road, Ste, 800, Coral Gables, FL 33134, grantor, and Board of County Commissioners of Alachua County, whose post office address is **12 SE 1st Street, Gainesville, FL 32601**, and grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Alachua County, Florida**, to-wit:

Lot 15, Unit No. 4 Highland Court Manor, according to the map or plat thereof as recorded in Plat Book F, Page 77, Public Records of Alachua County, Florida.

Commonly known as: 3150 NE 12th Street, Gainesville, FL 32609

Subject to easements, restrictions, covenants, conditions, agreements and reservations of record, if any, and to taxes for the year 2010 and thereafter.

THIS DEED IS NOT TO BE IN EFFECT UNTIL: June 25, 2010

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

EXHIBIT D: RELEASE AND AFFIDAVIT

STATE OF FLORIDA, COUNTY OF ALACHUA

Before me, the undersigned authority, personally appeared Stephanie Kirkland, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $14,299.60 paid, Rock Solid Builders, LLC ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against The County Commissioners of Alachua County, Florida, a body corporate existing under the laws of the State of Florida ("Owner") relating in any way to the performance of the Agreement between Contractor and Owner, dated 09/02/2010, (mm/dd/yyyy) for the period from 11/09/2010 (mm/dd/yyyy) to 01/19/2010 (mm/dd/yyyy).

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) Contractor certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Contractor from Owner and has not withheld any such amounts. In the event Contractor withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from Owner with respect to the Application for Payment referenced in paragraph 5 below, Contractor agrees to immediately refund all such unpaid amounts to Owner.

(5) This Release and Affidavit is given in connection with Contractor's ○ Monthly ◉ final Application for Payment No. 3.

Contractor:

Stephanie Kirkland

By: Rock Solid Builders, LLC

Its: Managing Member

Witnesses

Date: 01/24/2011

[Corporate Seal]

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 24 day of JAN 2011, by Stephanie Kirkland, as managing member of Rock Solid Builders, a LLC corporation, on behalf of the corporation. He/she is personally known to me or has produced a FL (state) driver's license no. K620-781-69-559-0 as identification.

My Commission Expires: 2/23/11

Notary Public (Signature): James F. Moseley

NOTARY PUBLIC STATE OF FLORIDA

JAMES F. MOSELEY
MY COMMISSION # DD 634598
EXPIRES: February 23, 2011
Bonded Thru Budget Notary Services

(AFFIX NOTARY SEAL)

James F. Moseley
(Printed Name)

Sr. Vice President
(Title or Rank)

(Serial Number, if any)

This instrument prepared by:
Robert Livingston, IV
Alachua County Attorney's Office
P.O. Box 2877
Gainesville, FL 32602-2877

Part of Tax Parcel #08202-070-000
Highland Court Manor
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this ___ day of _____, A.D., 2011, by **ALACHUA COUNTY, FLORIDA,** a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, ("Grantor"), whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, and **PAMELA D. FERGUSON, A SINGLE WOMAN,** ("Grantee"), whose mailing address is 6822 NW 126th Avenue, Gainesville, Florida, 32653.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, paid by Grantee to Grantor, receipt of which is hereby acknowledged, does hereby convey and transfer unto the Grantee, her successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

> Lot 70, Unit No. 2, Highland Court Manor, according to the plat thereof, recorded in Plat Book F, Page 9, of the Public Records of Alachua County, Florida.

TO HAVE AND TO HOLD the premises, and all the estate, right, title, lien, interest and claim whatsoever of the Grantor, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of the Grantee, her heirs and assigns or successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year first above-written.

ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk of Circuit Court

APPROVED AS TO FORM

_____
County Attorney

May 24, 2011 Regular BoCC Meeting
Agenda Item #45

Title
Coast2Coast Discount Prescription Card (Amended)

Amount
N/A

Description
Request Approval of the Agreement between Alachua County and Financial Marketing Concepts, Inc.

Recommendation
Authorize Chair to approve and sign agreement between Alachua County and Financial Marketing Concepts, Inc. for Coast2Coast Discount Prescription Card

Alternative(s)
Do not approve contractual agreement.

Requested By
Elmira K. Warren/Candie Nixon/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
Agreement between Alachua County and Financial Marketing Concepts, Inc. Coast2Coast Discount Prescription Card
PowerPoint Presentation

Documents Requiring Action
Agreement between Alachua County and Financial Marketing Concepts, Inc.

Executive Summary
This is an Agreement between Alachua County and Financial Marketing Concepts, Inc. through the Department of Community Support Services/Division of Social Services.

Background
Currently, Alachua County has a contract with National Association of Counties (NACO) and Caremark to participate in a discount drug card program. Alachua County and NACO have partnered since July 2007 to offer residents savings on prescriptions. Now, Alachua County has an opportunity to bring even more savings and services to residents by hosting the Coast2Coast discount drug card. Coast2Coast is a prescription savings solution offered by Financial marketing Concepts, Inc. (FMC) and WellDyne Rx. The Coast2Coast Discount Card is an opportunity for Alachua County and its residents to participate in a cost effective prescription discount card program that saves on prescription costs, improves access to health services, and provides counties with an alternative revenue source. Alachua County Social Services has chosen FMC and its products as an Alternative Futures Strategy in helping residents and the county find alternative solutions in the delivery of healthcare services while simultaneously providing Alachua County with a revenue source. In partnering with FMC, Alachua County will benefit by becoming a host county and via revenue sharing. FMC collects rebates from the dispensing fee collected by pharmacies and shares some of the fees via rebates with hosting counties. FMC will give Alachua Counties $1.25 rebate for each filled

prescription. Based on utilization data reported by NACO, Alachua County residents filled an estimated 26, 668 prescriptions during FY 09/10. According to FMC, in utilizing these figures, the county could have received rebates of $30, 706 through its partnership with FMC. FMC assumes primary responsibility for marketing and distribution of the card requiring minimal assistance from county personnel. In addition, there are no eligibility requirements and open to all county residents regardless of age, income or existing health coverage and is accepted at over 59,000 retail pharmacies nationwide. The discount card helps citizens by saving money on their prescription medications not covered by insurance. Savings vary according to drug and quantity purchased-citizens may save up to 40% off retail pricing. The Department of Community Support Services/Division of Social Services is committed to helping its residents access affordable health services. The Coast2Coast Discount Drug Card is a partnership that will benefit Alachua County and residents.

Issues

(1) In choosing to select FMC as a partner the county would benefit by increased savings for citizens and revenue sharing. Revenue sharing provides an excellent opportunity for Social Services to balance anticipated budget cuts and/or expand funding for other social services Programs. (2) Without the Coast2Coast drug discount card, the county loses a viable opportunity to participate in revenue sharing and residents would not receive increased discounts on prescriptions. (3) The Alachua County and NACO Prescription Discount Card expires as of May 2011. (4) Some residents are unable to afford prescriptions costs without the supplemental discounts offered by discount cards and may elect not to purchase prescribed medications which may result in preventable negative health outcomes.

Fiscal Recommendation

Staff recommends approval of contractual agreement with FMC which will result in increased savings for citizens and will give Alachua County an alternative source of revenue through rebate sharing.

Fiscal Alternative(s)

Do not approve contractual agreement with FMC.

Funding Sources

This program will require no funding source from Alachua County.

Account Code(s)

N/A

Attachment: Finacial Marketing Cosat2Coast Pharm Discount Final.pdf
Attachment: Coast2Coast Discount Prescription Card presentation.pdf

Coast2Coast Rx Card County Marketing Agreement

THIS MARKETING AGREEMENT dated this _____ day of _____, 2011, by and between **Financial Marketing Concepts, Inc.**, hereinafter "FMC" or "Contractor" a Florida corporation, with its principal place of business at: 100 Executive Way, Suite 214, Ponte Vedra Beach, Alachua County, Florida 32082, and **Alachua County**, a political subdivision in the State of Florida, hereinafter "CUSTOMER" or COUNTY" with its principal place of business at 12 Southeast 1st Street, Gainesville, Florida 32601.

WITNESSETH:

WHEREAS, FMC has created a discount prescription card, to-wit: the ***Coast2Coast Rx*** Card, which provides discounts on prescription drugs to individuals and families, and

WHEREAS, FMC can provide COUNTY the opportunity to offer its ***Coast2Coast Rx*** discount prescription card to its residents at no cost to the COUNTY, and

WHEREAS, COUNTY is desirous of providing the ***Coast2Coast Rx*** discount prescription card to its residents at no cost to the COUNTY:

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, it is agreed as follows:

1. **Benefits.** FMC will provide its ***Coast2Coast Rx*** discount prescription card at no cost to COUNTY and its residents, and will pay COUNTY a Royalty for each prescription filled that results in a paid claim as listed on Schedule "A" hereof. In addition to the discounts on prescriptions, the card will also offer discounts on imaging and lab tests through an arrangement with Prepaid Lab, LLC and Prepaid Imaging, LLC.

2. **Term.** This Agreement will automatically renew every year for another one (1) year term. COUNTY may cancel this Agreement at any time upon thirty days (30) written notice of termination.

Royalty to COUNTY will continue to be paid as long as COUNTY's residents continue to fill prescriptions under this program, as long as FMC receives its compensation for those prescriptions. However Royalty will be reduced if either (1) Agreement is terminated by COUNTY, or (2) County endorses another discount prescription card. Royalty will be paid as listed in Schedule "A."

3. **FMC's Obligations**.

a. FMC will provide to COUNTY and its residents the ***Coast2Coast Rx*** discount prescription card at no cost to its residents or COUNTY, and will pay a Royalty to COUNTY based on the use thereof.

b. FMC will print and distribute the prescription cards for the COUNTY at FMC's cost. COUNTY will approve the card design prior to FMC's printing of the card.

c. FMC will handle all administration of the card including the providing of monthly usage reports to COUNTY. FMC will assign a unique Group Code to COUNTY for cards printed by FMC so that COUNTY's usage can be tracked when the card is used at participating pharmacies.

d. FMC will distribute its ***Coast2Coast Rx*** Cards to participating pharmacies in the COUNTY and to other such governmental offices (such as libraries, health departments, etc.) designated by the COUNTY.

e. FMC will create a private label website for the COUNTY to link to from its website that will describe the ***Coast2Coast Rx*** Card program. Using the website, COUNTY residents will have the opportunity to print a card, search for participating pharmacies, and search for the price of their specific medication(s).

f. FMC, with COUNTY's approval, will promote the Rx card in all appropriate media formats, including newspaper, radio, television and internet.

g. FMC and its Pharmacy Benefit Manager will not use any resident's information except as necessary to process prescriptions, and for no other purpose whatsoever. Neither FMC nor its Pharmacy Benefit Manager will contact, transfer or sell resident information to any third party, and both FMC and its Pharmacy Benefit Manager are HIPAA compliant. FMC nor its Pharmacy Benefit Manager will solicit cardholders to use Pharmacy Benefit Manager's mail order unless directed to do so by COUNTY.

4. **Indemnification**. **FMC** shall indemnify **COUNTY** and hold the **COUNTY** harmless from any loss, claim, liability or expense resulting from **FMC's** or pharmacy negligence, willful misconduct or from actions resulting in terminating existing discount card agreements.

5. **COUNTY's Obligations**: COUNTY will provide the opportunity for its residents to receive FMC's ***Coast2Coast Rx*** discount prescription card, and COUNTY shall receive a Royalty as specifically set forth on Schedule "A" hereof.

7. **Use of County Seal**. For the consideration to be paid by **FMC** under this Agreement, **COUNTY** grants to **FMC**, and **FMC** accepts, a nonexclusive, nontransferable, limited and revocable license to use the **County Seal** in connection with the ***Coast2Coast Rx*** Discount card program as described in this agreement, and specifically, but not by way of limitation, that **FMC** has the right to use the **County Seal** on the discount card, on the private label county website and in **FMC's** letter provided to participating pharmacies that educates pharmacies about the program.

8. **Misc Terms.**

1. **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, FMC's and County representative are:

County: name
Title
Dept
PO Box
Gainesville, FL

FMC: Rep
address

A copy of any notice, request or approval to the County must also be sent to:

Contracts Administrator
Office of Management and Budget
105 SE First Avenue, Suite 6
Gainesville, FL 32601

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

2. **Project Records.** For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, FMC shall keep and make available to the CUSTOMER for inspection and copying, upon written request by the CUSTOMER, all records in FMC's possession relating to the contract. Additionally, FMC shall make said records available, upon written request by the CUSTOMER, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

Any document submitted to the CUSTOMER may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

During the term of this agreement or license, FMC may claim that some or all of FMC'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 FMC in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. FMC shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the CUSTOMER shall use its best efforts to maintain the confidentiality of the information properly identified by FMC as "Confidential Information" or "CI".

The CUSTOMER shall promptly notify FMC in writing of any request received by the CUSTOMER for disclosure of FMC's Confidential Information and FMC may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. FMC shall protect, defend, indemnify, and hold the CUSTOMER, 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. FMC shall investigate, handle, respond to, and defend, using counsel chosen by the CUSTOMER, at FMC's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. FMC 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. FMC releases CUSTOMER from claims or damages related to disclosure by CUSTOMER.

3. **Insurance** - FMC will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **"Exhibit 1"**

4. **Permits** - FMC will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

5. **Laws & Regulations** - FMC will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. FMC 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 FMC is not familiar with state and local laws, ordinances, code rules and regulations, FMC remains liable for any violation and all subsequent damages or fines.

6. **Insurance** – During the term of this Agreement, FMC will

7. **Indemnification** - FMC 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. FMC 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. FMC agrees that indemnification of the County shall extend to any and all work performed by FMC, 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 FMC's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and FMC.

8. **Assignment of Interest** - 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.

9. **Successors and Assigns** - The County and FMC 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

10. **Independent Contractor** - In the performance of this agreement, FMC is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. FMC is solely responsible for the means, method, technique, sequence, and procedure utilized by FMC in the full performance of the agreement.

11. **Collusion** - By signing this agreement, FMC declares that this agreement is made without any previous understanding, agreement, or connections with any persons, FMCs or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

12. **Conflict of Interest** - FMC warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. FMC shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

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. **Entire Agreement** - This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties have hereunto signed this Agreement on behalf of the corporate entity for which they have legal authority to enter into.

ALACHUA COUNTY, FLORIDA

Date:_____ BY_____
Lee Pinkoson, Chair

Attest

_____
J. K. Irby, Clerk

Approved as to Form

_____
Alachua County Attorney

Financial Marketing Concepts, Inc.

Date:_____ By: _____
Edward W. Rahn
President

Schedule "A"

Coast2Coast Rx Card. FMC has offered the opportunity for COUNTY to provide its residents, at no cost to COUNTY or its residents, with FMC's ***Coast2Coast Rx*** Card, and FMC agrees to pay COUNTY a royalty as follows:

1. During the effective dates of this Agreement every time a member purchases a prescription through a participating pharmacy, and FMC receives compensation for that prescription, FMC will pay COUNTY one dollar and twenty-five cents ($1.25) per paid claim on a monthly basis. However, if the County endorses another discount prescription card during the effective dates of this Agreement, then the Royalty will be paid at the rate of Twenty-five cents (.25) per filled prescription that FMC has received compensation for.

2. If the Agreement has been terminated, from and after the termination date, the Royalty will be paid at the rate of Twenty-five cents (.25) per filled prescription that FMC has received compensation for.

FMC Initials EWR

County Initials _____

EXHIBIT 1 - INSURANCE

TYPE "C" INSURANCE REQUIREMENTS
"Vendors"

Vendors 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 products and materials supplied to the County.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**. (When Vendor Delivers to County Premises)

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**. (While Vendor's Employee(s) are on County Premises)

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **OTHER INSURANCE PROVISIONS**.

The policies are to contain, or be endorsed to contain, the following provisions:

A Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor.

2 The Vendor'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 the Vendor'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, its officials, employees and volunteers for losses arising from work performed by the Vendor for the County.

C All Coverages

1 The Vendor 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 or purchase order (original if contact is renewed) or prior.

V. **SUBCONTRACTORS**

Vendors shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER: **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

Coast2Coast Discount Prescription Card

A public – private partnership between Alachua County and Financial Marketing Services

Introduction

- Financial Marketing Concepts of Ponte Vedra Beach and WellDyneRx of Lakeland (its Pharmacy Benefit Manager) have teamed up to provide the best discounts of any free discount prescription card in the nation.
- FMC's private label Coast2Coast Rx Card saved over 45% nationwide and 48.3% for its Florida County cardholders in 2010.
- FMC is saving over $15 million dollars every month with its discount cards nationally.

Discount Card Comparision

- Coast2Coast card averaged 48.3% savings in its Florida Counties versus NACo/Caremark card's 25%.
- Coast2Coast handles all marketing and administration of its program without using county personnel unlike the NACo program.
- Coast2Coast pays a $1.25 per filled prescription royalty that does not raise cardholder cost. The Caremark/NACo card does not pay a royalty.

Florida Counties

- Over 70 counties & major cities participate in the program nationwide
- 10 Florida Counties have the program in operation
- 18 additional Florida Counties, including Alachua, have expressed interest

Program Support

1. Coordinates marketing & distribution efforts
2. Customer Care Support – toll-free numbers 24 x 7 x 365 with Spanish speaking representatives always available
3. Web Site Support; the Coast2Coast Rx Card website can be translated into 48 languages
4. Program Participant ID Cards
5. No county personnel involved in marketing or distribution

Benefits for Residents

- Average savings up to 48% percent
- 60,000 drugs in the formulary
- Unlimited use
- No enrollment fees
- No paper work
- No age requirements
- No income requirements
- Family coverage with one card
- Over 59,000 participating pharmacies
- Covers most pet prescriptions too

Additional Benefits

- Toll-free customer service & clinical support staff
- Program Participant Communication materials
- Pharmacy Help Desk with toll-free number
- Lab & Imaging tests at 50%-80% discounts
- Dental, Vision & Hearing discount benefits coming soon; the Caremark/NACo program does not have any of these five benefits included at no cost to cardholders

Program Savings

- Lowest pricing available of pharmacy pricing sources
- Average savings of 18-20 percent off brand name medicine
- Savings of 40%-95% percent off generic medicine compared to regular retail prices
- Savings of 50%-80% on lab & imaging tests
- Discount dental, vision & hearing benefits being added in the near future

Projected Royalites/Rebates

FY 09/10	Filled Prescriptions	Royalties
SEPTEMBER	2,100	$2, 625
AUGUST	2,092	$2,615
JULY	2,153	$2,691
JUNE	2,185	$2,731
MAY	2,122	$2,652
APRIL	2,193	$2,741
MARCH	2,323	$2,903
FEBRUARY	2,087	$2,608
JANUARY	2,209	$2,761
DECEMBER	2,513	$3,141
NOVEMBER	2,299	$2,873
OCTOBER	2,392	$2,990
Totals	26, 668	$30, 706

Beneficiaries

- Who are they:
  - Unemployed
  - Full/Part-time employee
  - Homeless
  - Small business owner
  - Self employed
  - Senior citizen
  - County Employee
  - Student
  - Retirees
  - Pets

Participating Retail Pharmacies

- Over 59,000 participating retail pharmacies nationwide
- **Alachua County: 19 Pharmacies with 49 Locations including, Albertson's, Best Drugs of Newberry, Cain Drugs, CVS, Gainesville VAMC, Hitchcock's Hometown, Kmart, Option Care of Gainesville, Plaza Pharmacy, Publix, Sands Medical Plaza Pharmacy, Shands Teaching Hospital Pharmacy, Southeastern Community Pharmacy, Target Pharmacy, Walgreens, Wal-Mart, Westlab, Winn Dixie, Wise's Pharmacy.**

Next Step

- **Board Approval**
- **Contract**
- **Implementation by FMC:**
  - **Marketing**
    - **Promotion materials**
    - **Card Distribution**
    - **Press Conference to launch program; tentative date of launch is May 16, 2011**

May 24, 2011 Regular BoCC Meeting
Agenda Item #46

Title
Grant Application for Neighborhood Stabilization Program (NSP) 3 (Amended)

Amount
$1,029,844

Description
Request Approval of the Neighborhood Stabilization Program 3 Grant Application

Recommendation
Approve the application for the Neighborhood Stabilization Program 3 Grant Application and authorize the Chair to sign as amended.

Alternative(s)
Do not authorize Chair to sign the NSP application as amended.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
NSP 3 Grant Application

Documents Requiring Action
NSP 3 Grant Application

Executive Summary
Alachua County has the opportunity to apply for $1,029,844 for the Neighborhood Stabilization Program 3 (NSP 3) funding. These funds, if awarded, must be used to acquire and repair foreclosed properties in designated target areas. Homes may be made available for resale to eligible households or transferred to an eligible organization to use as permanent rental housing for income eligible tenants. Fifty percent of the funds may be used for the resale portion of the program and fifty percent of the funds must be used for the rental portion of the program. The application due date is June 2, 2011.

Background
The State of Florida was awarded funding for NSP 3 and recently offered Alachua County the opportunity to participate in the program. The Board authorized the Chair to sign a Notice of Intent to Apply for NSP 3 funds at its April 26, 2011 regular meeting. At its May 10, 2011 meeting, the Board subsequently approved staff's recommendation to select the Eastside Study Area as the proposed target area for NSP 3. Using this target area, a minimum of six homes must be purchased through this grant. After the application has been submitted to DCA, an updated Housing Assistance Plan must be submitted to DCA by July 15, 2011, which more fully describes the local procedures of policies of the program. The NSP Property Conveyance Ordinance, unanimously approved by the Board on November 23, 2010, also governs the county's approach to NSP. Fifty percent of the funds must be expended by March 2013 and 100% of NSP 3 funds must be expended by March 2014.

Issues
This highly regulated program requires compliance with local, state, and federal regulations pertaining to NSP3.

Fiscal Recommendation
This recommendation has no adverse fiscal impact. No local match is required.

Fiscal Alternative(s)
n/a

Funding Sources
Neighborhood Stabilization Program 3 Funding from the State of Florida

Account Code(s)
To be determined upon receipt of an executed agreement with the State of Florida

Attachment: NSP Grant App Final.pdf



STATE OF FLORIDA
NEIGHBORHOOD STABILIZATION PROGRAM 3

APPLICATION INSTRUCTIONS

DUE DATE JUNE 2, 2011

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

NEIGHBORHOOD STABILIZATION PROGRAM
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
850/487-3644
FAX 850/922-5609

GENERAL INFORMATION

The Neighborhood Stabilization Program 3 (NSP3) is authorized under Section 1497 of the Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) of 2010. NSP3 funds in the amount of $8,511,111.00 are available to the State of Florida from the U.S. Department of Housing and Urban Development (HUD). The Florida Department of Community Affairs (DCA) will administer the Neighborhood Stabilization funds for the state.

Florida's NSP3 is described in the Substantial Amendment to the 2010 Community Development Block Grant (CDBG) Program Action Plan, which is posted on our website at:

http://www.floridacommunitydevelopment.org/cdbg/Files/NSP/DraftNSP3ActionPlan.pdf

Based on the methodology defined in the Substantial Amendment, the following Jurisdictions were the highest ranking counties in Florida that did not receive a direct allocation from HUD:

Bay County	Clay County	Columbia County
Flagler County	Highlands County	Levy County
Putnam County	Suwannee County	

Alternate Jurisdictions: Okeechobee County, Jackson County, Alachua County, Gadsden County

Each community may use this application to apply for up to $1,029,844.00 in NSP3 Funds. Should one of the above mentioned Jurisdictions decline to participate in the NSP3, the next highest ranking community will be contacted in accordance with the State's Substantial Amendment.

RULES AND REGULATIONS

All applications must meet the intent of the federal regulation and comply with the State's special requirements. Applicants should review the following sources of information before beginning the application process.

- 75 Federal Register page 64322 (NSP3 Regulations)
- 24 CFR Part 570 (CDBG Regulations)
- State's Substantial Amendment to the 2010 CDBG Action Plan

Additional information, including answers to frequently asked questions, may be accessed at the following websites:

HUD's NSP website	http://hudnsphelp.info
State of Florida's NSP website	http://www.floridacommunitydevelopment.org/cdbg/nsp.cfm

INCOMPLETE APPLICATIONS

The information presented in the application will be considered the Applicant's plan to address foreclosed and abandoned properties with NSP3 funding. If a local government submits an application that is insufficient for DCA to determine whether or not it meets the intent as stated in the federal register notice, State Substantial Amendment or guidance provided by DCA, the local government will be asked to provide clarification or additional information.

OTHER REQUIREMENTS

Land Banking Applicants that plan to use funds for land banking must develop a strategic plan for the acquisition, redevelopment and disposition of land banks purchased with NSP3 funds. No more than 10 percent of grant funds may be used for land bank acquisition, demolition, and redevelopment. The plan must be submitted as part of the Application and will be reviewed and approved prior to awarding NSP3 grant funds for this activity. All plans must

incorporate a requirement that the land bank may not hold the property for more than ten (10) years without obligating the property for a specific NSP3 eligible activity. A land bank plan should address the following:

(1) If awarding funds to a nonprofit for land banking, indicate what type of nonprofit and how you will determine their capacity to carry out the NSP3 requirements.

(2) Describe in general terms how land bank properties will be acquired and temporarily managed.

(3) Provide detailed information concerning when and how you will obligate the property for a specific, eligible redevelopment in accordance with NSP3 requirements.

(4) Include a timeline that indicates the timeframe for acquisition, temporary management and redevelopment.

LOCAL CDBG POLICIES REQUIRED

Identify any policies that the local government currently has adopted that relate to CDBG (i.e., citizen complaint policy, acquisition and relocation policy, fair housing plan, procurement policy, housing assistance plan, etc.). These policies will be reviewed during the site visit prior to execution of the Award Agreement.

EXPENDITURE TIMELINE

Under NSP3, grantees have 2 years from the date HUD signed the State's grant agreement (March 2013) to expend 50% of these funds and 3 years (March 2014) to expend an amount equal to these allocations.

MAILING INSTRUCTIONS

Submit two original Applications, with original signatures of the Chief Elected Official, or individual authorized by Resolution to sign on behalf of the local government, to the Neighborhood Stabilization Program, Florida Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100.

Mail one copy of the Application to the Florida State Clearinghouse, Department of Environmental Protection, Commonwealth Building, Tallahassee, Florida 32399. A transmittal letter should accompany the materials requesting that the Clearinghouse send copies of any correspondence to the Applicant and to the Department of Community Affairs.

Submit one copy of the Application to the Regional Planning Council that serves the jurisdiction(s).

Submit one copy of the Application to the State Historic Preservation Office, Florida Department of State, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

Citizen participation, including the participation of affected municipalities and other stakeholders, is an important part of the application process. Applicants must place a copy of their application for a minimum of 15-days on the website for public comments prior to submitting it to the Department of Community Affairs (DCA). All comments received regarding the Application must be responded to in writing and provided to DCA.

NEXT STEPS

Once the Application has been submitted, you may begin the environmental review process. Technical assistance resources are available online at http://www.Floridacommunitydevelopment.org/cdbg/environmental.

The Department will conduct site visits shortly after the application submission deadline to verify reported information and to evaluate feasibility of the plans before awarding grants.

NEXT STEPS – HOUSING ASSISTANCE PLAN

A Housing Assistance Plan (HAP) is a required document due to the Department no later than **July 15**. The Housing Assistance Plan must address at least the following items:

Type of Assistance

This section should detail the terms and conditions under which NSP assistance will be provided.

The HAP should include the following:

1. A process to notify members of the local governing body of the names of the beneficiaries selected to ensure that potential conflicts of interest are timely addressed.

2. A formal written notification process that advises when a previously selected housing unit is deleted from the rehabilitation program.

3. A process for soliciting assistance which includes a reasonable notice or advertisement in the community that specifies the following:

    a. Where individuals can gain access to an application, if applicable;
    b. The period during which applications will be received, if appropriate;
    c. Criteria for selection;
    d. A ranking/scoring process with higher points given for extenuating circumstances, and
    e. Whether or not the local government will assist in the acquisition and rehabilitation of foreclosed or abandoned mobile homes, modular homes or other forms of manufactured housing.

Rehabilitation Standards

The process for determining what work must be done on each housing structure acquired and rehabilitated with NSP funds to ensure that upon completion, the housing unit will meet all of the following standards:

1. HUD Section 8 Housing Quality Standards (24 CFR 982.401)

2. Local zoning ordinances

3. State of Florida Building Code

4. Local building code

5. Modern, green building and energy-efficiency improvements

6. Florida Energy Efficiency Code for Building Construction (Newly Constructed Housing)

7. Accessibility requirements of 24 CFR Part 8, 24 CFR 100.201, and 24 CFR 100.205

8. For manufactured housing, 24 CFR Part 3280 (Preempts state and local codes covering the same for manufactured housing)

A process to ensure that before initiation of housing rehabilitation, the property on which the unit is located meets other appropriate local codes (i.e., nuisance, trash, and other environmental or health codes).

The types of insurance (fire, casualty, flood etc.) that will be required, at what points in time the insurance must be in effect, and length of time after administrative closeout of the grant that it must be maintained.

The process for determining when the rehabilitation is completed, including final acceptance of a contractor's work

and final inspection of a housing structure (example: Certificate of Occupancy issued by local building inspector).

A process for ensuring ownership of non-rental housing units by the occupying beneficiary, or the process for ensuring the legal status of the occupying beneficiary to encumber the property, and to provide permission for a contractor to undertake construction work on the housing unit.

The process that will be used to solicit contractors and assist in reviewing the contractor's performance including the following requirements:

1. Bids for rehabilitation or reconstruction of housing units must specify that they shall only be accepted from contractors licensed by the State of Florida, Department of Business and Professional Regulation.

2. The Contractor must agree in the bid and contract that all change orders for NSP housing rehabilitation or reconstruction shall be approved by the contractor and a representative of the local government prior to any initiation of additional work based on that change order.

The process of determining the age of housing units to be addressed and the actions to be taken with the Bureau of Historic Preservation when addressing units more than 50 years old.

A lead-based paint abatement procedure to follow when addressing pre-1978 houses.

A procedure for addressing structures in the 100-year flood plain.

Specifies that the local government will document the completion of construction by ensuring that each housing unit case file shall contain the following information:

1. A statement from the contractor that all items on the initial work write-up as modified through change orders have been completed;

2. An acknowledgment that the housing unit meets the applicable local code and Section 8 Housing Quality Standards, signed and dated by the local building inspector;

This documentation shall be completed prior to the submission of the administrative closeout package and shall accompany the administrative closeout package when submitted to the Department.

Rental Assistance

For the acquisition and/or rehabilitation of rental housing structures with NSP funds, the policy must address the following:

1. Terms and conditions for providing assistance (i.e., loan or grant);

2. How ownership will be verified; and

3. What steps the local government will take to ensure that, after rehabilitation, NSP Assisted rental housing rehabilitation will meet or exceed the requirements established in 24 CFR 92.252(e) beginning after the structure is complete (period of continues affordability).

Acquisition/Purchase

1. Ordering appraisals.

2. Ordering environmental assessment (to make sure no hazardous materials on property, etc.).

3. Ordering survey (to make sure there are no encroachments).

4. Ordering title search (to make sure title is clear and no unresolved liens).

5. Handling the closing.

6. Establishing the conditions under which a housing structure will be demolished or converted to non-LMI housing structures.

Disposition/Sale

1. Marketing to and locating prospective home buyers.

2. Identifying a prospective home buyer from the waiting list and establishing eligibility.

3. Establishing a formal written notification process that advises a homebuyer when a previously selected housing unit is deleted from the program.

4. Working with a local non-profit agency that will assist the prospective home buyer in obtaining mortgage financing.

5. Assisting home buyers with down payment assistance, if applicable.

6. Outlining terms of the mortgage.

7. If applicable, transferring property to a non-profit agency.

8. Showing houses to prospective home buyers.

9. Discussing the purchase agreement with home buyer.

10. Completing the sale with the home buyer (including all paperwork required for sale).

Homeownership Assistance

1. Types of assistance to be provided.

2. Terms of assistance.

Homeownership Counseling

Establishes process for providing the required eight hours of homeownership counseling as required under NSP.

Conflict of Interest

1. Pursuant to 24 CFR Section 570.489 and Chapter 112.311-112.3143, Florida Statutes, address conflicts of interest by establishing a process for the following:

2. Identifying potential conflicts of interest (contractors as well as beneficiaries);

3. Acknowledging by name in the minutes of the Citizens Advisory Task Force and commission/council meetings so that previously unknown conflicts may be surfaced;

4. Making those conflicts publicly known along with the final rankings based on the criteria outlined in the local government's housing assistance plan;

5. Dealing with those conflicts on a local level; and

6. Requesting waivers of those conflicts when appropriate.

APPLICATION INSTRUCTIONS

PART I
APPLICANT INFORMATION FORM

Under Applicant Information, provide general information relating to the recipient of the funds (the Applicant), including legislative districts, and person(s) or organization that assisted with the preparation of the application.

Indicate whether or not the jurisdiction(s) or neighborhood(s) to be served are located in a flood plain. Also, indicate whether or not compliance with federal and state historic preservation standards may be applicable. Flood plain and historic preservation issues need immediate attention once an Award Agreement is executed by the Department.

Prepare a narrative that describes the overall strategy the Applicant will use to address priority needs related to foreclosed and abandoned properties. Describe how the "area(s)" or "jurisdiction(s)" to be served and the "activities" to be undertaken meet a priority need. Identify the estimated funds for each activity and provide a time line for accomplishing major actions.

PART II
APPLICANT'S NEIGHBORHOOD STABILIZATION PLAN

Applicants must prepare an overall narrative description of the plan to utilize NSP3 funds to address abandoned and foreclosed properties in areas of greatest need. The information should specify where there are a large number of abandoned or foreclosed properties and whether or not the area identified will be addressed. The Plan should describe all activities that are proposed to be undertaken, sources of any other funds (such as SHIP, CDBG, local general revenue, etc.) that will be used with State NSP3 funding.

PART III
TARGET AREA(S)

NSP3 target areas must be of appropriate size to make an impact. Please list the Census Block Groups in which NSP3 funds will be used. A map must be created and included in Attachment C using the HUD NSP3 Mapping Widget, located at http://www.huduser.org/NSP/NSP3.html. Maps created using Geographic Information System (GIS) software may be utilized in addition to the required map generated from the NSP3 Mapping Widget.

PART IV
NSP3 STRATEGIES

All activities must meet the national objective of providing benefit to low, moderate and middle income persons as described in the Federal Register Notice and must be directly related to the Applicant's overall plan to address foreclosed and abandoned housing.

For each of the NSP3 strategies you plan to undertake, provide:

- The total NSP3 Budget that will be allocated for the strategy.
- A tentative timeline that, in general, reflects the start dates for each of the activities that will be conducted under the particular NSP3 strategy.
- Performance measures by income level. This is the estimated number of beneficiaries you plan to address.

Overall program administration costs cannot exceed 6.8 percent of the allocation.

The "Cost Standard Used" to estimate project costs will be reviewed by DCA for reasonableness. DCA reserves the right to request justification of the reasonableness of any budgetary item. If the Applicant cannot justify a cost, the Department will reduce the line item budget prior to entering into a contract.

PART V
ASSURANCES, CERTIFICATIONS AND SIGNATURE

This section includes a list of federal regulations, certifications of documentation, and other assurances required for submission with this application. The local government must certify the validity and availability of statements and data contained within the application. Applications must contain original signatures of the Chief Elected Official or individual authorized by resolution to sign on behalf of the local government. If applicable, a copy of the resolution must be submitted to DCA.

ATTACHMENT A
BUDGET

Each Applicant must submit a project budget and proposed accomplishments and beneficiaries for each activity undertaken.

ATTACHMENT B
ACTIVITY WORK PLAN

The Activity Work Plan should correspond to the budget and the information presented in the timeline for each activity.

ATTACHMENT C
MAPS

Please use the NSP3 Mapping Widget, located at http://www.huduser.org/NSP/NSP3.html. Technical assistance in creating the mapping feature is available upon request. Please include all of the HUD generated information which will be sent to you within 24 hours of submitting the map.



STATE OF FLORIDA
NEIGHBORHOOD STABILIZATION PROGRAM 3

APPLICATION

DUE DATE JUNE 2, 2011

LOCAL GOVERNMENT: ALACHUA COUNTY

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

NEIGHBORHOOD STABILIZATION PROGRAM
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
850/487-3644
FAX 850/922-5609

PART I
APPLICANT INFORMATION

Applicant *Board of County Commissioners of Alachua County*		
Local Contact: Tom Webster	*Title: Housing Programs Manager*	
Phone Number *352 337-6285*	*FAX 352 381-0124*	
Mailing Address *10 SW 2nd Avenue*	*City Gainesville*	*Zip Code 32601*
E-mail Address *twebster@alachuacounty.us*		
Chief Elected Official *Lee Pinkoson*	*Title: Chair*	
Chief Elected Official's Address (if different) *P.O. Box 2877, Gainesville, FL 32602*		
APPLICATION PREPARER INFORMATION		
Agency or Firm Same as above		
Address	*Phone Number*	
Contact	*Title*	
E-Mail Address		
OTHER INFORMATION		

Are the jurisdictions to be served covered by the National Flood Insurance Program?	*Yes* *x*	*No*
Will you be working with a HUD direct funded grantee?	*Yes*	*No* *x*

U.S. Congressional 3 District	*Florida Senate 14 District(s)*	*Florida House 23 District(s)*

HISTORIC PRESERVATION *- Applicants should consider the questions listed below as units are selected for purchase, rehabilitation, demolition and clearance. Contact the State Historic Preservation Office (SHPO) as soon as possible for guidance if there is a potential historic preservation issue.*

Will any activities result in direct physical changes to a structure older than 50 years, such as demolition, rehabilitation, restoration, remodeling, renovation, expansion, or relocation?	*Yes*	*No* *x*
Will any related activities result in direct physical changes to public improvements older than 50 years, such as stone curbs or brick streets?	*Yes*	*No* *x*
Will any related activities result in direct physical changes to a planned open space older than 50 years?	*Yes*	*No* *x*
Will any project activities occur within 100 feet of a structure, public improvement, or planned open space older than 50 years?	*Yes*	*No* *x*

Will any activities occur in a Historic District listed on the National Register?	*Yes*	*No* *x*

PART II
NEIGHBORHOOD STABILIZATION PLAN 3
NARRATIVE DESCRIPTION

Applicants should review the Federal Register Notice and the State's Substantial Amendment before completing the Application. In the space below, provide an overall narrative description of your plan to utilize NSP funds to address abandoned and foreclosed properties in areas of greatest need. Use additional pages if necessary. This information should correspond to the budget information requested on the Attachment A for each NSP strategy and must be updated when changes are made.

Narrative

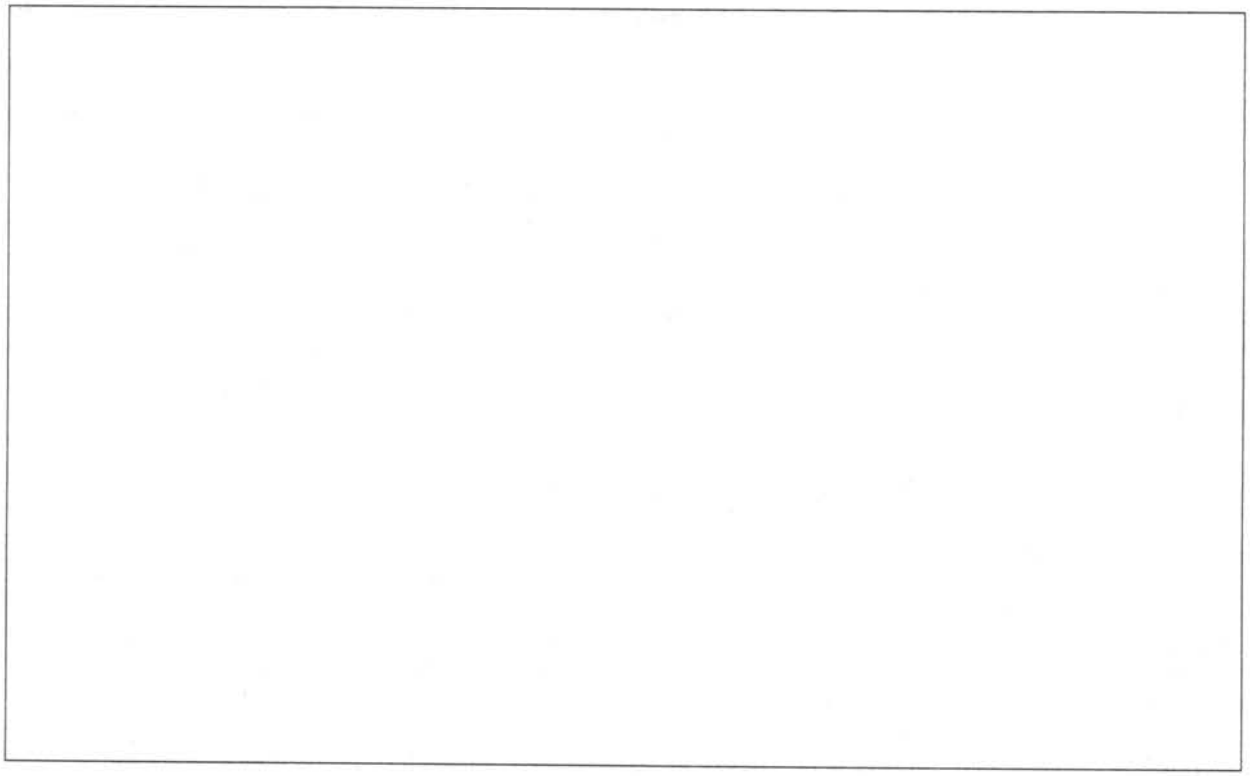
Alachua County is applying for its full allocation of $1,029,844 for the Neighborhood Stabilization Program 3 (NSP3) funding provided by the State of Florida Department of Community Affairs. These funds will be used to address foreclosed properties in the County's areas of greatest need. Alachua County intends to use its funds in Strategy No. 1: **Acquisition, Rehabilitation, or Resale or Rental of Foreclosed or Abandoned Homes.** As per the HUD and state requirements, 25% of the funds ($257,461) will be used to acquire, rehab, and rent to households with incomes that are within 50% of the area median income, 25% of the funds will be used to acquire, rehab, and rent to households with incomes that do not exceed 120% of Area Median income, and 43.2% of the funds will be used to acquire, rehab, and sell to eligible households whose incomes do not exceed 120% of area median income. Homes will be purchased at a minimum of 1% below appraised value. The remaining 6.8 percent will be expended toward administrative expenses.

Staff utilized the HUD website to consider 40 potential target areas for NSP 3. As outlined in Part III, Target Area, staff identified 12 target areas that received an NSP3 foreclosure of 17 or above. Of those 12 areas, most of the areas either had an impact score that appeared to be either too few units to address or too many units to address with the availability of the proposed funding. Based on the experience of staff and the County's consultant, an estimate of six homes was made as the optimum impact score to achieve. While the County anticipates it may be able to do at least 7 units, a target area was selected with an impact score of six units.

The proposed target area contains the following census block groups based on the web-based response from HUD:

Blocks Comprising Target Neighborhood

120010007004028, 120010007004027, 120010014002004, 120010014002005, 120010014002007, 120010014002009, 120010014002027, 120010014002026, 120010014002011, 120010014002010, 120010014002008, 120010014002006, 120010014001000, 120010014001001, 120010014001002, 120010014001003, 120010014001004, 120010014001005, 120010014001006, 120010014001007, 120010014001008, 120010014001009, 120010014001010, 120010014001011, 120010014001012, 120010014002013, 120010014002014, 120010014002015, 120010014002016, 120010014002017, 120010014002018, 120010014002019, 120010014002020, 120010014002021, 120010014009005,



PART III
TARGET AREA(S)

Please provide justification for choice of Target Area. NSP3 Applicants are reminded that their allocation includes the needs of the incorporated cities located within the county. Please attach a Map in Attachment C.

Justification of how Target Area was established and why this area was chosen over other areas of the county
The target area was selected based on meeting the NSP criteria for the Foreclosure Need score, the Impact score, and the mapped results of the Need score. Staff identified 40 different potential target areas. Further analysis found that 28 mapped areas scored less than a 17 NSP Needs Score and were therefore ineligible for NSP 3. Of the remaining 12 mapped areas, staff recommends the selection of the Eastside Study Area due to the evaluation scores, as well as its proximity to the Eastside Community Redevelopment Area. Previous applications have addressed housing units located in Alachua, Northeast, Northwest, and Southeast Gainesville, Hawthorne. The Eastside Community Redevelopment Area is located in a portion of Eastern Alachua County that has been identified for redevelopment since 2003. Beginning in 2003, Plan East Gainesville was developed by the Metropolitan Transportation Planning Organization (MTPO), and was the result of a year-long collaboration between Alachua County, the City of Gainesville, Gainesville Regional Utilities, and the Florida Department of Transportation and the community to create a plan for revitalization of the community. Subsequently, the Comprehensive Plan Future Land Use Element was amended in 2006 to incorporate the applicable goals and objectives of Plan East Gainesville as a guiding vision for the area. The Eastside Activity Center Master Plan was updated in 2009, following a community participation process. The amended Master Plan established mixed-use land use categories and land use policies to implement the revitalization objectives outlined in Plan East Gainesville. Following adoption of the amended policies for the Eastside Activity Center, the Alachua County Unified Land Development Code was amended in 2010 to implement the Activity Center policies in the Comprehensive Plan. The Eastside Activity Center Overlay District established zoning categories that implement the residential and commercial mixed-use designations. Concurrently with the NSP 3 application, Alachua County is working towards establishing a Community Redevelopment Area, per Ch. 163.340, F.S., which will encompass the NSP 3 target area, as well as adjoining land to the west. Stabilization efforts in this portion of Alachua County would be complementary to the Community Redevelopment Area, as the rehabilitated housing units would be expected to contribute to rising property values and alleviate blighted conditions.

NSP3 foreclosure need score: After submitting the proposed target area to the HUD NSP3 Mapping Widget, a NSP3 foreclosure need score will be emailed to the Applicant. The NSP3 foreclosure need score must be 17 or above.

NSP3 foreclosure need score retrieved when using HUD's Mapping Widget:	18.05

Impact Score: An Impact Score will be returned. The Applicant must commit to a number of housing units equal to or greater than the Impact Score. If the Impact Score is too high, the target area should be reduced in size. DCA anticipates each applicant will be able to address approximately ten homes; however, the actual number will depend upon local market conditions and program design.

Impact Score retrieved when using HUD's Mapping Widget:	6

PART IV
NSP3 STRATEGIES

STRATEGY 1

Acquisition, Rehabilitation, or Resale or Rental of Foreclosed or Abandoned Homes

The purpose of this NSP strategy is to stabilize neighborhoods of greatest need by providing a means for the acquisition, rehabilitation, renovation, and sale or rental of homes and other foreclosed or abandoned residential properties to individuals and families whose income does not exceed 120 percent of the area median income.

NSP3 funds will be expended to purchase and rehabilitate properties that have been abandoned or foreclosed upon, in order to later sell these properties and homes. The resale price will not exceed the total costs of the acquisition, rehabilitation and eligible activity delivery costs. It is anticipated that a minimum of 25% of the allocated funding for this activity will be used to assist households earning less than 50% of the area median income.

To the maximum extent possible, DCA is encouraging the hiring of employees who reside in the vicinity of NSP3 projects or contract with small businesses that are owned and operated by persons residing in the vicinity of the project. These firms will rehabilitate abandoned or foreclosured properties to meet safety, health and code standards before disposition. The expenditure for rehabilitation will be funded directly through NSP3 funds.

Enter the total amount budgeted to each of the three categories below:

- Rental Program for indiviudals or households earning not more than 50% of the Area Median Income,
- Rental Program for indiviudals or households earning more than 50% but less than 120% of the Area Median Income,
- Homeownership Program indiviudals or households earning not more than 120% of the Area Median Income.

Budget & Performance Measures:

Rental Program for individuals or households earning not more than 50% of the Area Median Income. This must be at least 25% of your grant amount:

	Individuals or Households Earning:		
	<50 % AMI	50-80% AMI	80-120% AMI
Dollar Amount Budgeted	$272,461		
No. of units	2		

Rental Program for individuals or households earning more than 50% but less than 120% of the Area Median Income. This must be at least 25% of your grant amount.

	Individuals or Households Earning:		
	<50 % AMI	50-80% AMI	80-120% AMI
Dollar Amount Budgeted			$272,461
No. of units			2

Homeownership Program individuals or households earning not more than 120% of the Area Median Income:

	Individuals or Households Earning:		
	<50 % AMI	50-80% AMI	80-120% AMI
Dollar Amount Budgeted		$276,595	138,298
No. of units		2	1

Justification: Please provide a brief explanation

Justification (estimated number of foreclosures)
The public records of Alachua County and RealtyTrac.com document that over 60 Lis Pendens continue to be filed each month in Alachua County. Currently there are 16 properties scheduled for sale in May and 15 properties in June.

Timeline: Please provide a tentative timeline for the following steps:

Activity	Tentative Start Dates (Month/Year)
Identification of units for acquisition	10/2011-12/2011
Appraisal of units	11/2011-12/2011
Closing	12/2011-3/2012
Rehabilitation	06/2012-9/2012
Solicitation and qualification of buyers/tenants	10/2012
Disposition/Rental	10/2012-12/2012

Cost Drivers for estimates: Please justify how you arrived at your costs. For example, information regarding the average housing amount and rehabilitation costs specific to homes found in your target area.

Justification
All estimates are based on actual costs for NSP 1 acquisition, repairs, appraisals, surveys, insurance, lawn maintenance, utilities, property taxes, lead based paint testing, title insurance, and other related NSP expenses.

STRATEGY 2

ESTABLISHING LAND BANKS (OPTIONAL)

The purpose of this NSP strategy is to bring abandoned property back into productive use, generating tax revenue, raising property values and creating affordable housing. For the purposes of the NSP program, a land bank will operate in a specific, defined geographic area and will purchase properties that have been abandoned or foreclosed upon and will maintain, assemble, facilitate redevelopment of, market, and dispose of the land-banked properties.

This strategy is limited to 10% of the overall allocation.

Total NSP Budget for this Strategy:	n/a
Source and amount of other funds to be used, if any	n/a
Number of Properties to be acquired:	n/a

Justification for the need for establishing a land bank within the target area

Timeline: Please provide a tentative timeline for the following steps:

Activity	**Tentative Start Dates**
Identification of parcels for acquisition	
If acquired parcels have vacant units that will be demolished, indicate tentative date for demolition	
Appraisal of parcel	
Negotiation of price at closing	
Closing	

Performance Measures: All activities funded with State NSP funds must meet one or more of the following performance measures:

	Individuals or Households Earning:		
	<50 % AMI	**50-80% AMI**	**80-120% AMI**
Dollar Amount Budgeted			
No. of units			

NSP STRATEGY 3

REDEVELOPMENT (OPTIONAL)

The purpose of this NSP strategy is to turn vacant or blighted properties into productive use that will help stabilize a neighborhood which has been negatively impacted by foreclosures.

Justification

Timeline: Please provide a tentative timeline for the following steps:

Activity	Tentative Start Dates
Identification of units for acquisition	
Appraisal of units	
If acquired units will be demolished, indicate tentative date for demolition	
If new construction will occur, indicate tentative date for completion	
Disposition	

Performance Measures:

	Individuals or Households Earning:		
	<50 % AMI	50-80% AMI	80-120% AMI
Dollar Amount Budgeted			
No. of units			

ADMINISTRATION

Administrative costs must be associated with overall program management. This does not include homebuyer counseling or other activity delivery costs.

Total Budget: Please enter your total administration budget. This amount cannot exceed 6.8% of your total allocation.

Administration Budget	$70,029

SUBRECIPIENTS

Please list any potential Subrecipients or non-profit partners:

Narrative
Alachua County will solicit either subrecipients or developers to own and manage the rental properties.

LOW INCOME TARGETING

Provide a summary that describes the manner in which the low-income targeting goals will be met.

Narrative
Twenty-five percent is targeted for very low income rentals.

CITIZEN PARTICIPATION

Briefly describe how the Applicant met federal citizen participation requirements. Please indicate dates the comment period began/ended, and the method of notice.

Narrative
Comment period begins May 12 to May 27. The application is posted on the County website. The application is going before the Board May 24th for approval and will be submitted by June 2, 2011.

DATA SOURCES

Describe the data sources used to determine the areas of greatest need.

Narrative
Alachua County Public Records Lis Pendens Notices Alachua County Foreclosure Sales RealtyTrac HUD NSP Widget

TECHNICAL ASSISTANCE

List technical assistance that you will need to administer the program.

Technical Assistance Needs
Sample contract language for Section 3 compliance.

PART V
ASSURANCES, CERTIFICATIONS AND SIGNATURE

(1) **Affirmatively furthering fair housing.** The jurisdiction certifies that it will affirmatively further fair housing.

(2) **Anti-displacement and relocation plan.** The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(3) **Anti-lobbying.** The jurisdiction must submit a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms, if required by that part.

(4) **Authority of jurisdiction.** The jurisdiction certifies that the consolidated plan or abbreviated plan, as applicable, is authorized under state and local law (as applicable) and that the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.

(5) **Consistency with plan.** The jurisdiction certifies that the housing activities to be undertaken with NSP funds are consistent with its consolidated plan or abbreviated plan, as applicable.

(6) **Acquisition and relocation.** The jurisdiction certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24, except as those provisions are modified by the notice for the NSP program published by HUD.

(7) **Section 3.** The jurisdiction certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR Part 135.

(8) **Citizen participation.** The jurisdiction certifies that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of Sections 24 CFR 91.105 or 91.115, as modified by NSP requirements.

(9) **Use of funds.** The jurisdiction certifies that it will comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 by spending 50 percent of its grant funds within 2 years, and spending 100 percent within 3 years, of receipt of the grant.

(10) **The jurisdiction certifies:**

a. That all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income; and

b. The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

(11) **Excessive force.** The jurisdiction certifies that it has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

b. A policy of enforcing applicable state and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

(12) **Compliance with anti-discrimination laws.** The jurisdiction certifies that the NSP grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(13) **Compliance with lead-based paint procedures.** The jurisdiction certifies that its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

(14) **Compliance with laws.** The jurisdiction certifies that it will comply with applicable laws.

(15) **Vicinity hiring.** The jurisdiction certifies that it will, to the maximum extent feasible, provide for hiring of employees that reside in the vicinity of NSP3 funded projects or contract with small businesses that are owned and operated by persons residing in the vicinity of NSP3 projects.

(16) **Development of affordable rental housing.** The jurisdiction certifies that it will be abide by the procedures described in its NSP3 Abbreviated Plan to create preferences for the development of affordable rental housing for properties assisted with NSP3 funds.

Signature/Authorized Official

5/24/11
Date

LEE PINKOSON, CHAIR

Title

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

ATTACHMENT A
PROJECT BUDGET

Please contact your Grant Manager for Attachment A Project Budget Excel spreadsheet and attach.

RECIPIENT: Alachua County
Contract Award: Neighborhood Stabilization Program 3
Project Budget and Performance Measures

Activity	TYPE UNIT	ESTIMATED NUMBER OF UNITS	UNITS- 50% AMI and BELOW	UNITS- 51% to 80% AMI	UNITS- 81% to 120% AMI	NSP FUNDS
Administration						$70,029
Acquisition, Repair, and Disposition (Rent Only) (VLI Set Aside)		2	2			$ 272,461.00
Acquisition, Repair, and Disposition (Rent Only)		2			2	$ 272,461.00
Rental Total						**$ 544,922.00**
Acquisition, Repair, and Disposition (Homeownership Only)		3		2	1	$ 414,893.00
HOMEOWNERSHIP TOTAL						**$ 414,893.00**
Total Grant						$ **1,029,844.00**

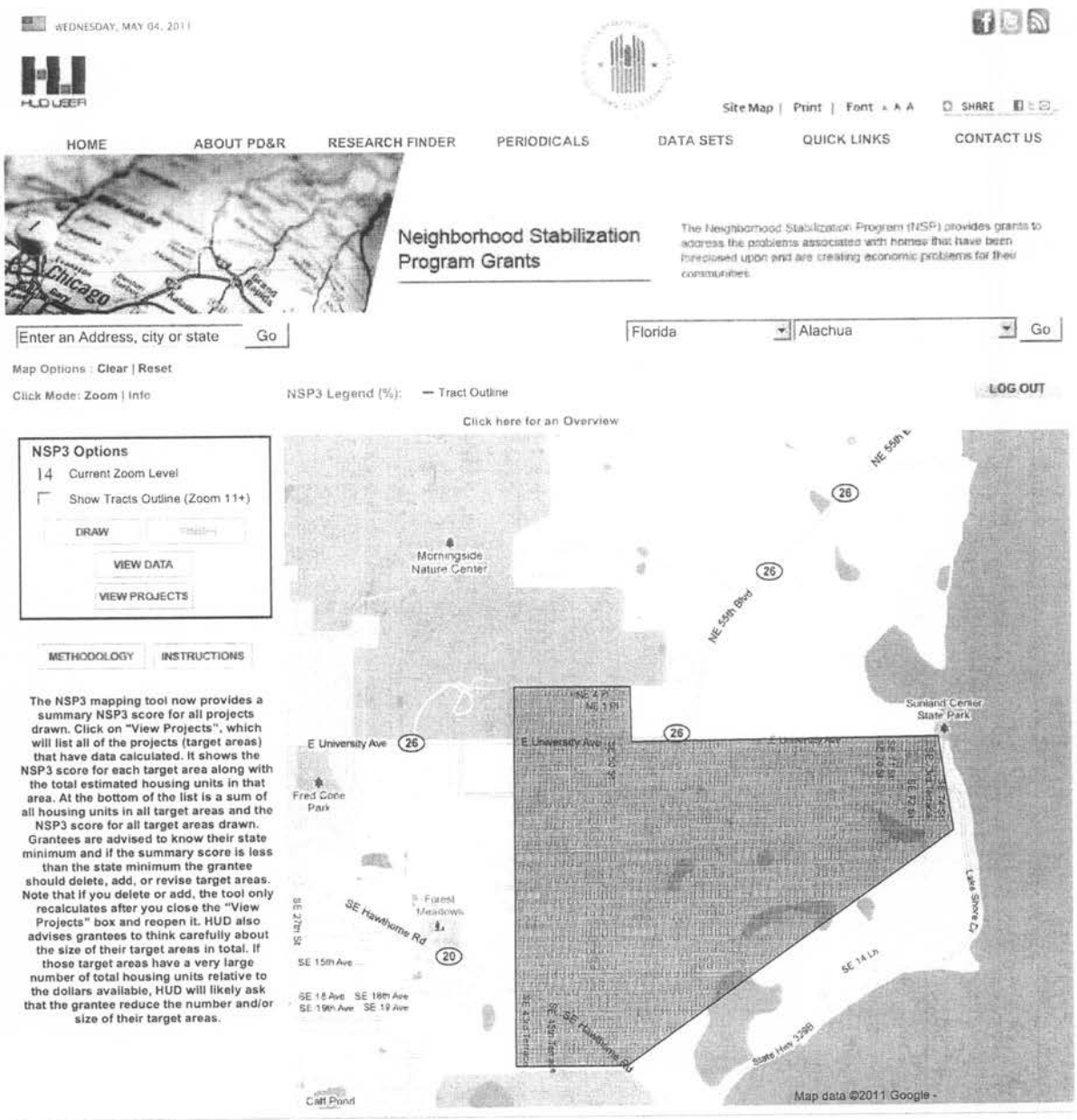
ATTACHMENT B

ACTVITY WORK PLAN

Date Start (month/year)	Date End (month/year)	To Be Determined Activities	Estimated Program Dollars Requested by "Date End"	Estimated Administration Dollar Requested by "Date End"
		Administration		
		Complete Environmental Review, Submit Request for Release of Funds		
		Solicitation/Procurement of Non-Profit/Housing Authority/other partner (optional)		
		Solicitation/Procurement of Grant Administrator (optional)		
		STRATEGY 1: Acquisition, Rehabilitation, and Resale of Foreclosed or Abandoned Homes for households earning up to 120% AMI.		
		33% Residential Units Completed		
		66% Residential Units Completed		
		100% Residential Units Completed and National Objective met		
		STRATEGY 1: Acquisition and Rehabilitation of Foreclosed or Abandoned Homes for Long-Term Rental managed up to 50% of AMI.		
		33% Residential Units Completed		
		66% Residential Units Completed		
		100% Residential Units Completed and National Objective met		
		STRATEGY 1: Acquisition and Rehabilitation of Foreclosed or Abandoned Homes for Long-Term Rental managed up to 120% of AMI.		
		33% Residential Units Completed		
		66% Residential Units Completed		
		100% Residential Units Completed and National Objective met		
		STRATEGY 2: LAND BANK (if applicable)		
		Legal Entity to Hold Title to Land Established		
		Properties Acquired		
		National Objective met		
		STRATEGY 3: REDEVELOPMENT (if applicable)		
		33% Residential Units Completed		
		66% Residential Units Completed		
		100% Residential Units Completed and National Objective has been met		
		SUBMIT CLOSE OUT ON ORIGINAL GRANT ALLOCATION		

ATTACHMENT C
MAPS

Please use http://www.huduser.org/NSP/NSP3.html and refer to the mapping feature instructions to draw target area. Please include all of the HUD generated information which will be sent to you within 24 hours of submitting the map.


WEDNESDAY, MAY 04, 2011
HUD USER
Site Map | Print | Font
SHARE
HOME
ABOUT PD&R
RESEARCH FINDER
PERIODICALS
DATA SETS
QUICK LINKS
CONTACT US
Chicago
Neighborhood Stabilization Program Grants
The Neighborhood Stabilization Program (NSP) provides grants to address the problems associated with homes that have been foreclosed upon and are creating economic problems for their communities.
Enter an Address, city or state
Go
Florida
Alachua
Go
Map Options : Clear | Reset
Click Mode: Zoom | Info
NSP3 Legend (%):
Tract Outline
LOG OUT
Click here for an Overview
NSP3 Options
14 Current Zoom Level
Show Tracts Outline (Zoom 11+)
DRAW
VIEW DATA
VIEW PROJECTS
METHODOLOGY
INSTRUCTIONS
The NSP3 mapping tool now provides a summary NSP3 score for all projects drawn. Click on "View Projects", which will list all of the projects (target areas) that have data calculated. It shows the NSP3 score for each target area along with the total estimated housing units in that area. At the bottom of the list is a sum of all housing units in all target areas and the NSP3 score for all target areas drawn. Grantees are advised to know their state minimum and if the summary score is less than the state minimum the grantee should delete, add, or revise target areas. Note that if you delete or add, the tool only recalculates after you close the "View Projects" box and reopen it. HUD also advises grantees to think carefully about the size of their target areas in total. If those target areas have a very large number of total housing units relative to the dollars available, HUD will likely ask that the grantee reduce the number and/or size of their target areas.
Morningside Nature Center
NE 55th Blvd
NE 55th L
26
E University Ave
Fred Cone Park
Sunland Center State Park
Forest Meadows
SE Hawthorne Rd
20
SE 15th Ave
SE 16 Ave
SE 18th Ave
SE 19th Ave
SE 27th St
SE 43rd St
SE 15th Terrace
SE 14 Ln
State Hwy 329
Sweetwater Creek
Cain Pond
Map data ©2011 Google -

Neighborhood ID: 4884765

NSP3 Planning Data

Grantee ID: 1299990N
Grantee State: FL
Grantee Name: FL NONENTITLEMENT
Grantee Address: 10 SW 2nd Avenue Gainesville Florida 32601
Grantee Email: twebster@alachuacounty.us

Neighborhood Name: East Side Study Area 2
Date:2011-05-04 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 18.05
State Minimum Threshold NSP3 Score: 17
Total Housing Units in Neighborhood: 663

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 79.51
Percent Persons Less than 80% AMI: 54.6

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 743
Residential Addresses Vacant 90 or more days (USPS, March 2010): 23
Residential Addresses NoStat (USPS, March 2010): 45

Foreclosure Estimates

HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 270
Percent of Housing Units with a high cost mortgage between 2004 and 2007: 40.68
Percent of Housing Units 90 or more days delinquent or in foreclosure: 15.33
Number of Foreclosure Starts in past year: 25
Number of Housing Units Real Estate Owned July 2009 to June 2010: 6

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 6

Supporting Data

Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -19.7
Place (if place over 20,000) or county unemployment rate June 2005*: 2.9
Place (if place over 20,000) or county unemployment rate June 2010*: 7.5
*Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.

2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.

3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.

4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.

5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points

-82.272406 29.655388 -82.263651 29.655388 -82.263565 29.651733 -82.240133 29.651957 -82.239017 29.645691 -82.264080 29.630174 -82.272491 29.630174

Blocks Comprising Target Neighborhood

120010007004028, 120010007004027, 120010014002004, 120010014002005, 120010014002007, 120010014002009, 120010014002027, 120010014002026, 120010014002011, 120010014002010, 120010014002008, 120010014002006, 120010014001000, 120010014001001, 120010014001002, 120010014001003, 120010014001004, 120010014001005, 120010014001006, 120010014001007, 120010014001008, 120010014001009, 120010014001010, 120010014001011, 120010014001012, 120010014002013, 120010014002014, 120010014002015, 120010014002016, 120010014002017, 120010014002018, 120010014002019, 120010014002020, 120010014002021, 120010014009005,