

SUPPLEMENTAL AGENDA

June 14, 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 # 35:** Power Line and Lighting Management at the Administration Building Construction Agreement, per Commissioner Baird **(to follow item # 17)**
- **ITEM # 45:** Neighborhood Stabilization Program (NSP) Deeds, per Commissioner Baird **(to follow item # 22)** *23*
- **ITEM # 46:** Residential Contract: Neighborhood Stabilization Program (NSP) Sales Contract, per Commissioner Baird **(to follow item # 45 above)** *24*

PLEASE WRITE LEGIBLY/USE DARK INK

RETURN THIS PORTION

Comments: _____

_____ I apologize for missing the deadline and hope that this will still be accepted. The members of this group
_____ are all in favor of this zoning application. It will be extremely beneficial to the residents of this area.
_____ Everyone is looking forward to it.

SIGNED:

C. Gloria Adams

C. G. Adams

President: CCGJ. RCLAME GROUP LLC

APPLICATION #ZOS-04-11

RECEIVED
06-02-11
AC Growth Mgt.

06675-020-003

CCGJ.RCLAME GROUP LLC
PO BOX 142741
GAINESVILLE FL 32614

Amended Condition #2

ZOS-05-11

2) Residents of the facility shall be veterans of the United States military and shall be approved by the United States Department of Veterans Affairs, or its designated representative, to participate in VA sponsored housing.

Roy Geirsbach, Gainesville

I'm speaking here tonight about the disgusting Koppers cancer article and headlines in the recent Gainesville Sun. I have had to plead with local governments, year after year, about the Koppers related illnesses and deaths in our neighborhoods and in my own household.

The EPA, the Health Department, and various government officials are either deaf, or just don't care, and our local media help them in this massive cover-up. 12 members of my household have died of multiple cancers and unusual illnesses.

But the Florida Health Department, Mr. Dennis, the cancer database, and the Sun tell us that there is no greater cancer risk in the neighborhood than anywhere else!

All 3 members of what is left of my household are now also sick; one with terminal cancer, the other has neurological disorders. I myself have cancer, multiple other illnesses, and take over 28 prescription medicines.

But the Florida Health Department, Mr. Dennis, the cancer database and the Sun tell us that there is no greater cancer risk in the neighborhood than any where else!

And I can tell you that I know many more people that have died in my neighborhood that I can list. I have just started such a list. - Here it is! I am not even near the half-way

mark it already has 27 names.

But the Florida Health Department, Mr. Dennis, the cancer database and the Sun tell us that there is no greater cancer risk in the neighborhood than any where else!

Many of my neighbors and myself are sick and dying and too many have died HOW MANY MORE HAVE TO DIE? And all the rest that have moved way are sick or have died elsewhere. Don't THEY count?

So you all continue to keep the lid on this, but the truth is getting out.

Gainesville is not "Tree City", nor is it "Green". Gainesville is a sick, nasty, dirty city with a massive Superfund Site right at its center that is contaminating the source of our drinking water and killing people.

What you all want is to continue this massive cover-up and the propaganda that obviously serves to protect Koppers' and Beazer's corporate greed! This is a Massive, I repeat Massive, Coverup. It is a Criminal and National Disgrace. People should to go to jail for this.

The DOH, EPA, Florida DEP, Alachua EPD, and any and all corrupt officials should be investigated. I'm also calling for a Federal Investigation. What don't you get that we don't want to keep dying. We want Permanent relocation and we want it now!



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

June 7, 2011

To: Board of County Commission

 From: County Commissioner Rodney Long

REF: Economic Development Coordinator Position

At the last budget hearing, the issue of justifying the Economic Development Coordinator Position in the Budget arose. It came about due in part to the majority of Board's decision to transfer \$1.2 Million from the fairgrounds account to fund the Jail Energy Reduction and Water Conservation Project.

Several Board Members are under the impression that the Economic Development Coordinator's main focus is or should be on the development of the Fairgrounds. There is no doubt that the current Fairgrounds site which is the center piece for Plan East Gainesville adopted by both the City and County in their Comprehensive Plans, along with the development of the new fairgrounds at the Weismann Tract has great development potential and could be transforming for eastern Alachua County. However, this position should focus on economic development in all of Alachua County.

As indicated in the advertised position summary, this is highly responsible administrative and managerial employee managing the County's business and industrial development projects. This employee will be assigned to perform a variety of routine and complex administrative, technical and professional work in the preparation and implementation of economic development plans, programs and services.

Some of the job functions: develops short and long range economic development plans; gathers, interprets and prepares data for studies, reports and recommendations; coordinates activities with other departments and agencies as needed. Provides technical and professional advice; makes presentations to supervisors, boards, commissions, civic groups and the general public; provides information on economic development issues, programs, services and plans.

P.O. Box 2877 ■ Gainesville, Florida 32602 ■ Tel. (352) 264-6900 ■ Fax (352) 338-7363

TDD (352) 491-4430

Commissioners' E-Mail: bocc@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.



This individual will conduct technical research studies and prepare statistical reports and recommendations for drafting or revising local legislation and plans, projecting trends, monitoring socio-economic data, etc. Monitors local, state and Federal legislation and regulations relating to economic development and reports findings, trends.

This employee will write and administer grant applications related to economic development, prepare graphics, charts, tables, promotional materials, etc. for economic development activities. This individual will serve when assigned, as a member of an economic development task force composed of private, local, county or state groups. He/she will coordinate and manage professional service contracts.

Finally, the Economic Development Coordinator must have thorough knowledge of principles, practices, methods, procedures and theories of business and industrial development/redevelopment and public and private finance, in order to market and develop the both fairgrounds projects.

The Economic Development Coordinator will be essential to the success of the County's first Community Redevelopment Area (CRA) in Eastern Alachua County including the County's Eastside Activity Center which is an essential part of implementing Plan East Gainesville.

The Economic Development Coordinator should be the county's point person on the Newberry Nations Park, overseeing the implementation of Newberry's CRA, working closely with City of Gainesville CRA, and assisting with the development of the Cade Museum and Depot Park. This individual should work closely with our small communities in their efforts to promote economic development.

Finally, it was my hope that this individual would have been hired by now. To not move forward with the hiring of the Economic Development Coordinator would send the wrong message to the stakeholders that are looking to the County to implement the number one objective for Plan East Gainesville which is development of the Fairgrounds. It also will send the wrong message to this community particularly the business community regarding economic development in Alachua County.

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

June14, 2011 BoCC Agenda

Item – #28 Public Hearing on Change to Reserve Area For City of Gainesville

PDF of Resolution uploaded on E-Agenda omitted pages 1 and 2 (Content Page and Introduction Page) of Exhibit "B", attached

TABLE OF CONTENTS

Contents	Page
<u>INTRODUCTION</u>	2
<u>FUNDING OF SERVICES</u>	2
<u>COMMUNITY SUPPORT SERVICES</u>	2
<u>COURT SERVICES</u>	3
<u>PUBLIC SAFETY</u>	4
<u>ENVIRONMENTAL PROTECTION</u>	6
<u>LAW ENFORCEMENT</u>	10
<u>GROWTH MANAGEMENT</u>	10
<u>PUBLIC WORKS</u>	13
<u>IDENTIFICATION OF PERMITTED LAND USES, DENSITIES, AND INTENSITIES PER BAA</u>	18
<u>ALACHUA COUNTY POSITION STATEMENTS PER BAA</u>	18

INTRODUCTION

Section 225.07 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.

**LENGTH OF SERVICE PINS
MILESTONE YEAR OF SERVICE REACHED
May, 2011**

5 Years

Community Support Services:	Cheryl McFadden
Court Services:	Steven McAninch
Public Works:	Jeanne Chandler Jerome Lennon

10 Years

Public Safety:	Michael McAlhany Donald Williams
Public Works:	Lalit Lalwani

25 Years

Information & Services:	Michael Counsel
Public Safety:	Timothy Bergman Matthew Johnson Mark Wright

30 Years

Public Works:	Alfred Russell
----------------------	-----------------------

ACCESS GRADUATING CLASS OF 2011

Aiken	David	
Anderson	Betty	
Anderson	Mary	
Bacom	Traci	
Bedford	Carl	Perfect Attendance
Bedford	Sara	Perfect Attendance
Currin	Phil	
Eagan	Vanessa	
Eisenson	Amy	Perfect Attendance
Fischer	Thelma	
Gibbs	Aaron	
Gibbs	David	
Gildea	Duane	Perfect Attendance
Green	Ann	Perfect Attendance
Griffis	Sharon	
Holbrook	Wanda	
Johnson	Donna	
King	Harold	
Lane	Shirley	
Mathis	Charmaine	
McDavid	Terrence	
Meriwether	Jerry	
Ousley	Jim	
Pierce	Jeannie	
Pierce	Russell	
Pressley	Flossy	Perfect Attendance
Richardson	Erroll	Perfect Attendance
Rubin	Kristin	Perfect Attendance

Alachua County Florida

A Proclamation

Declaring "International Association of Administrative Professionals Days" in Alachua County, Florida

- Whereas,** in recent years, administrative professionals have increased their contributions to the world's workforce by mastering computer technology and taking on vital information management roles; and
- Whereas,** executive assistants, office managers, administrative assistants, secretaries and other administrative professionals represent one of the largest segments of the labor force; and
- Whereas,** a well-trained and fairly compensated administrative workforce is essential to economic success, both locally and nationally; and
- Whereas,** the International Association of Administrative Professionals (IAAP) provides administrative professionals with education, networking opportunities, certification and other career-enhancing programs while also advancing the image of the profession; and
- Whereas,** members of IAAP's Florida Division recognize the importance of continuing education and building business networks; and
- Whereas,** this year's IAAP annual meeting will be held at the Best Western Gateway Grand in Gainesville, Florida, on June 24 – 26, 2011; and
- Whereas,** all Alachua County citizens are invited to join the Board of County Commissioners in recognizing the valuable contributions of administrative professionals in the workplace.

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim June 24 – 26, 2011 as "International Association of Administrative Professionals Days" in Alachua County, Florida.

Duly proclaimed this 14th day of June, 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 "World Elder Abuse Awareness Day" in Alachua County, Florida

Whereas, Alachua County's seniors are valued members of society and it is our responsibility to ensure they live safely and with dignity; and

Whereas, abuse of older people is a tragedy inflicted on vulnerable seniors, an ever-increasing problem in today's society, one that crosses all socio-economic boundaries; and

Whereas, combating abuse of older people will help improve the quality of life for all seniors across this country and will allow seniors to continue to live as independently as possible and contribute to the life and vibrancy of Alachua County; and

Whereas, Alachua County's seniors are guaranteed that they will be treated with respect and dignity to enable them to continue to serve as leaders, mentors, volunteers and important and active members of this community; and

Whereas, we are all responsible for building safer communities for Alachua County's seniors; and

Whereas, the well-being of Alachua County's seniors is in the interest of all and further adds to the well-being of Alachua County's communities.

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim June 15th, 2011 as "World Elder Abuse Awareness Day" in Alachua County, Florida.

Duly proclaimed this 14th day of June, 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

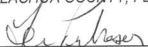
"Ted Crom Day" in Alachua County, Florida

- Whereas,** Theodore R. "Ted" Crom, Sr. was a resident of Alachua County for over fifty years. He co-founded Crom Corporation, a national leader in prestressed concrete, and once served as the City of Gainesville's chief building inspector. He married Wynona "Nonie" Nitz and had four sons: Theodore P., Frank Gary, Brady and Duff. Ted Crom passed away in January of 2008 at the age of 87; and
- Whereas,** Ted Crom was the author of several publications on horological subjects – subjects related to clocks and time – and held an honorary Doctor of Engineering degree from the University of Maryland. He was also a Silver Star Fellow of the National Association of Watch and Clock Collectors, a British Horological Institute Fellow, and was awarded a Barrett Silver Medal; and
- Whereas,** this world-renowned horologist had the great vision to rescue a wonderful window into the past when the 1885 Seth Thomas clock that graced Alachua County's second courthouse was pushed aside by modernization in 1961; and
- Whereas,** Ted Crom restored and preserved this piece of Gainesville/Alachua County history by leading the effort to build a tower and return the clock to its original working order, nearly a century after it first rang out over our town; and
- Whereas,** as a result of the enthusiasm generated by Mr. Crom, the clock tower was constructed and the historic clock was installed in late 1984. Today the downtown clock tower is one of Gainesville's key landmarks; and
- Whereas,** all citizens of Alachua County are invited to join the Board of County Commissioners in remembering the contributions and accomplishments of Theodore R. "Ted" Crom, Sr. His story is now a part of our local history along with the clock that he saved. His hope, and ours, is that it may be enjoyed by the local community and visitors for at least another century.

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim June 14, 2011 as "Ted Crom Day" in Alachua County, Florida.

Duly proclaimed this 14th day of June, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: 
Lee Pinkoson, Chair



ATTEST:


V.K. Irby, Clerk

June 14, 2011 Regular BoCC Meeting
Agenda Item #12

Title

Rural Concerns Advisory Council Appointments (Amended)

Amount

N/A

Description

Consider the appointment of five citizens to the Rural Concerns Advisory Council.

Recommendation

Appoint five citizens, all to terms ending September 2012: one to the citizen-at-large position, one to the 'Involved in Silviculture/Agriculture' position, one to the Farm Bureau Representative position, one to the UF Institute of Food and Agricultural Sciences (IFAS) position, and one to the 'Citizen residing in the unincorporated area outside of the urban cluster' position.

Alternative(s)

Continue to advertise the vacancies.

Requested By

Mary Lowry, X6904

Originating Department

County Manager's Office

Attachment(s) Description

Tally sheet, attendance roster, membership roster, applications.

Documents Requiring Action

N/A

Executive Summary

The Council on Rural Concerns was created by Resolution in April of 2003 as a special committee with a sunset date of September 2005. The Council's resolution has been amended several times and the current sunset date is September 2017. The Council was formed to provide guidance and advice to the BoCC regarding rural issues and concerns within Alachua County. There are currently six vacancies on the Rural Concerns Advisory Board, and eight citizens have applied for five of the positions.

Background

The Rural Concerns Advisory Board is comprised of 11 members and one alternate. This advisory board establishes the importance of our rural, unincorporated agricultural and historical settlements, and assists with the development and evaluation of Alachua County's policies and programs that impact rural areas of the County. The members represent the rural areas in the County's various community planning processes and hearings, assist in the recognition and determination of the County's rural residents, and advise the Board accordingly. Citizen-at-large, term ending September 2012: 1) Robert Brinkman (served on the Charter Review Commission, attendance satisfactory), 2) John P. Eubanks, 3) Keith Hazouri (serves on the CHOICES Board, attendance satisfactory), 4) Robert A. Hitchcock, 5) Chris Kelley (served 1 term, attendance satisfactory), 6) John Martin (currently serving on Wild Spaces/Public Places, attendance satisfactory), 7) Chip Skinner; UF Institute of Food and Agricultural Sciences (IFAS), term ending September 2012: 1) William Brown (retired from IFAS, served 2 terms on this board, attendance

satisfactory); Involved in Silviculture/Agriculture, term ending September 2012: 1) Chris Kelly (served 1 term on this board, attendance satisfactory); Farm Bureau Representative, term ending September 2012: 1) William Brown (only applicant for the IFAS position), 2) John P. Eubanks (only applicant for the unincorporated outside of urban services area position), 3) Robert A. Hitchcock, 4) Chris Kelly (only applicant for the Silviculture/Agriculture position); Citizen residing in the unincorporated area outside of the urban cluster, term ending September 2012: 1) John P. Eubanks

Issues

None known.

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

N/A

Account Code(s)

N/A

Attachment: Rural Concerns membership.pdf

Attachment: RC Tally Sheet.pdf

Attachment: RC Attendance.pdf

Attachment: BrinkmanR.pdf

Attachment: HazouriK Unincorp Twn.pdf

Attachment: KellyC Agri or Silviculture w Resume.pdf

Attachment: HitchcockR.pdf

Attachment: BrownW IFAS.pdf

Attachment: SkinnerC citizen-at-large.pdf

Attachment: EubanksJ Unincorporated Area.pdf

Attachment: MartinJ.pdf

COMMITTEE: Council on Rural Concerns**06/14/11**

APPLICANTS	BAIRD	BYERLY	LONG	DeLANEY	PINKOSON
UF Institute of Food and Agricultural Sciences (IFAS) – appoint one to a term ending September 2012:					
William Brown (retired from IFAS, served 2 terms on this board, attendance satisfactory)					
Involved in Silviculture/Agriculture – appoint one to a term ending September 2012:					
Chris Kelly (served 1 term on this board, attendance satisfactory)					
Citizen residing in the unincorporated area outside of the urban cluster – appoint one to a term ending September 2012:					
John P. Eubanks					
Farm Bureau Representative – appoint one to a term ending September 2012:					
William Brown (retired from IFAS, served 2 terms on this board, attendance satisfactory)					
John P. Eubanks					
Robert A. Hitchcock					
Citizen-at-large – appoint one to a term ending September 2012:					
Robert Brinkman (served on the Charter Review Commission, attendance satisfactory)					
John P. Eubanks					
Keith Hazouri (currently serving on CHOICES Board, attendance satisfactory)					
Robert A. Hitchcock					
Chris Kelly (served 1 term on this board, attendance satisfactory)					
John Martin (currently serving on the Wild Spaces/Public Places Citizen Oversight Committee, attendance satisfactory)					
Chip Skinner					

Rural Concerns Advisory Committee				3 year terms Sunset date: 9/30/2017
STAFF: Holly Banner - (352) 374-5249 STAFF: Regina Williams - (352) 374-5249				
NAME/MEMBERSHIP CATEGORY	ADDRESS/PHONE NUMBER	DATE TERM EXPIRES	TERM CURRENTLY SERVING	APPOINTED BY
VACANT Appt Date: 10/1/2003 Previous member: Shaw, Mr. Bob - Resignation 2/11/2011 Category: Agriculture and/or silviculture		9/30/2012		County
VACANT Appt Date: 4/13/2010 Previous member: Guyer , Laura K - Resignation 10/19/2010 Category: Citizen residing in the unincorporated area outside of the urban cluster		9/30/2012		County
VACANT Appt Date: 8/12/2008 Previous member: Emerson, Jim - Removal for Attendance 4/19/2011 Category: Farm Bureau Representative		9/30/2012		County
Russell Weber Appt Date: 6/26/2007 Previous member: Carter, Wesley - Removal for Attendance Category: Agriculture and/or silviculture	3621 NW 30th Place Gainesville, FL 32605 (h)(352) 378-2160 (w)(352) 377-2924 rweber@fwforestry.com	9/30/2011	1	County
Jerry Wasdin Appt Date: 8/12/2008 Previous member: Cockrell, Mr. Pat - Removal for Attendance Category: Agriculture and/or silviculture	19107 NE Hwy 301 Waldo, FL 32694 (h)(352) 468-1492 (w)(352) 392-1120 wasdin@alltel.net	9/30/2012	1	County
Ward Scott Appt Date: 4/25/2006 Previous member: Conoly, Annette Category: Agriculture and/or silviculture	13712 NW 109th Lane Alachua, FL 32615 (h)(352) 339-0337 (w)(352) 395-5308 ward.scott@sfcollege.edu	9/30/2011	1	County
Cindy Sanders Appt Date: 1/8/2008 Previous member: Brown , Mr. Bill Category: Alachua County Agricultural Extension Office	2800 NE 39th Avenue Gainesville, FL 32609 (h)(352) 466-4696 (w)(352) 955-2402 cbsanders@alachuacounty.us	9/30/2011	1	County
Christopher L Etherton Appt Date: 4/13/2010 Previous member: Lee , Sally D - Removal for Attendance Category: Alternate	13005 SW 1st Rd Newberry, 32669 (h)(352) 481-0302 (w)(386) 937-0834 chris.etherton@plumcreek.com	9/30/2012	1	County

VACANT Appt Date: 10/1/2010 Previous member: C. Winston Rushing - Continues to serve Category: Citizen residing in the unincorporated area outside of the urban cluster	PO Box 1252 Alachua, FL 32616 (h)(386) 462-9618 (w)(386) 462-9618 cwrushing@aol.com	9/30/2012	1	County
VACANT Appt Date: 10/1/2010 Previous member: Chris Kelly - Continues to serve Category: Citizen-at-Large	1322 SW 12th Ave Gainesville, FL 32608-110 (h)(352) 376-9548 (w)(352) 376-6948 cpkel@bellsouth.net	9/30/2012	1	County
Terry Strickland Appt Date: 1/8/2008 Previous member: West, Dr. Roger - Removal for Attendance Category: Preservation of Rural Property Values member	3746 NW 147th Lane Gainesville, FL 32653 (h)(386) 462-2932 (w)(352) 258-8988	9/30/2012	1	County
VACANT Appt Date: 10/1/2010 Previous member: Bill Brown - Continues to serve Category: UF Institute of Food and Agricultural Sciences - IFAS	2800 N.E. 39th Ave Gainesville, FL 32609 (h)(352) 332-9683 (w)(352) 955-2402 ladyluck16811@yahoo.com	9/30/2012	1	County
Report Date: 5/23/2011 @ 3:19 PM				

Rural Concerns Advisory Committee
Staff Liaison: Holly Banner, Regina Williams

				8/17/2010	9/21/2010	10/19/2010	11/16/2010	2/15/2011	4/19/2011	5/17/2011	Meetings
Member	Position	Mbr Start	Mbr End	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	Attended
Brown, Mr. Bill	UF Institute of Food and Agricultural Sciences - IFAS	1/8/2008	9/30/2010 P	P	P	A	A	A	P	NR	4 of 6
Emerson, Jim	Farm Bureau Representative	8/12/2008	4/19/2011 P	A	A	P	A	A	A	NR	2 of 6
Etherton, Christopher L	Alternate	4/13/2010	9/30/2012 P	P	A	A	A	P	P	NR	4 of 6
Guyer, Laura K	Citizen residing in the unincorporated area outside of the urban cluster	4/13/2010	10/19/2010 A	A	A	--	--	--	--	NR	0 of 3
Kelly, Chris	Citizen-at-Large	10/1/2003	9/30/2010 P	P	P	P	P	P	P	NR	6 of 6
Rushing, C. Winston	Citizen residing in the unincorporated area outside of the urban cluster	10/1/2003	9/30/2010 P	P	A	P	A	P	P	NR	4 of 6
Sanders, Cindy	Alachua County Agricultural Extension	1/8/2008	9/30/2011 P	P	P	P	P	A	A	NR	5 of 6
Scott, Ward	Agriculture and/or silviculture	4/25/2006	9/30/2011 P	P	P	P	P	P	P	NR	6 of 6
Shaw, Mr. Bob	Agriculture and/or silviculture	10/1/2003	2/11/2011 P	A	A	A	A	--	--	NR	1 of 4
Strickland, Terry	Preservation of Rural Property Values member	1/8/2008	9/30/2012 A	P	P	P	A	A	P	NR	3 of 6
Wasdin, Jerry	Agriculture and/or silviculture	8/12/2008	9/30/2011 P	P	P	P	P	P	P	NR	6 of 6
Weber, Russell	Agriculture and/or silviculture	6/26/2007	9/30/2011 P	P	P	P	P	A	A	NR	5 of 6

[P=Present] [A=Absent] [C=Cancelled] [PNQ=Present No Quorum] [ANQ=Absent No Quorum] [NR=Member Active But No Attendance Record]

[---=Member Not Active]

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3241

Name of Advisory Board/Committee:

Rural Concerns Advisory Committee

Applying For:

Citizen-at-Large

First Name:

Robert

Middle Initial:

W

Last Name:

Brinkman

Suffix:

Address:

1815 SE 50th St.

City:

Gainesville

Zip Code:

32641-9545

E-Mail Address:

robertwbrinkman@gmail.com

Home Phone:

352-225-3230

Work Phone:

352-318-4934

Ext:

Occupation:

Carpenter

Place of Employment

self-employed

Education:

AA degree University of South Florida
Graduated Venice, FL High

Professional Organizations:

Former chair Suwannee-St. John's group of the Sierra Club Florida

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

15 years

If no, what county?

FL

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

Yes

If yes, please list board(s):

Campaign Finance Reform Advisory Board, Blue Ribbon Finance Committee,
Environmental Protection Advisory
Committee, Charter Review Commission, and currently vice chair MTPO-CAC

Civic and Professional Accomplishments/Honors:

Pine tree Award from Sierra Club Florida for outstanding leadership of
exceptional benefit to the Suwannee-St. John's Group

Award from the Coalition for Responsible Growth for leadership, partnership and
advocacy in defeating the 2007 DRI proposal for Springhills and protecting the
unique character of Alachua County.

Training or Experience Related to the Appointment:

Certificate from Alachua County Environmental Protection Department for
successful completion of erosion and sedimentation control course

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

I hope to broaden the perspectives represented on the Rural Concerns Advisory
Board representing rural residents in unincorporated areas and that of the land
conservation advocates.

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

Yes

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3106

Name of Advisory Board/Committee:

Rural Concerns Advisory Committee

Applying For:

UF Institute of Food and Agricultural Sciences - IFAS

First Name:

William

Middle Initial:

L

Last Name:

Brown Jr.

Suffix:

Address:

901 NW 94th St,

City:

Gainesville

Zip Code:

32606

E-Mail Address:

ladyluck16811@yahoo.com

Home Phone:

352-332-9683

Work Phone:

352-332-9683

Ext:

Occupation:

Retired for Alachua County Extension Office

Place of Employment

Retired

Education:

BS 1968 Austin Peay State University
MS 1975 University of Georgia

Professional Organizations:

Alachua County Farm Bureau
Florida Association of County Ag. Agents

Age (60 and over):

Yes

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

Since Dec. 1981

If no, what county?

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

Yes

If yes, please list board(s):

Rural Concerns Adv. Committee

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

Almost 28 years working in the County Extension Office.

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

Have knowledge of local agriculture and the changes and challenges over a long span of time.

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

No

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3418

Name of Advisory Board/Committee:

Rural Concerns Advisory Committee

Applying For:

Citizen residing in the unincorporated area outside of the urban cluster (Changed 3/22/11 from "Unincorporated Towns")

First Name:

John

Middle Initial:

P

Last Name:

Eubanks

Suffix:

Address:

3509 SW Wacahoota rd

City:

Micanopy

Zip Code:

32667

E-Mail Address:

jpeubanks@gmail.com

Home Phone:

352-377-2693

Work Phone:

352-213-2671

Ext:

Occupation:

Farm/ranch

Place of Employment

Ramsey Stock Farm

Education:

BS in Agriculture Operation Management, U of F

Professional Organizations:

Florida & Alachua county Farm Bureau

Florida cattlemen's assoc.

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

6 years

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Florida Farm Bureau Excellence in Agriculture finalist

Training or Experience Related to the Appointment:

Completed Southern States Coop management training.

Completed USDA farm loan training

Sunshine law training

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

I live and work in the rural area of alachua county. I can bring insight to the advisory committee on how some of these issues effect the rural citizens of this county.

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

Yes

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:2674

Name of Advisory Board/Committee:

~~Charter Review Commission~~ Rural Concerns Advisory Council

Applying For:

~~Commissioner (Must be registered to vote in Alachua County)~~

First Name:

Unincorporated Towns
Keith

Middle Initial:

A

Last Name:

Hazouri

Suffix:

Address:

5506 SW 17th Court

City:

Gainesville

Zip Code:

32608

E-Mail Address:

keith@gainesvillesigns.com

Home Phone:

352-359-4005

Work Phone:

352-374-9900

Ext:

Occupation:

Business Owner

Place of Employment

Sign*A*Rama

Education:

BA University of Florida

Professional Organizations:

Gainesville COC, BANCEF

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

30 years

If no, what county?

If yes, name of board(s):

Civic and Professional Accomplishments/Honors:

ACCESS Spring 2009 graduate

Training or Experience Related to the Appointment:

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

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

Yes

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3439

Name of Advisory Board/Committee:

Rural Concerns Advisory Committee

Applying For:

Farm Bureau Representative

First Name:

Robert

Middle Initial:

A

Last Name:

Hitchcock

Suffix:

Address:

Post Office Box 129

City:

Alachua

Zip Code:

32616

E-Mail Address:

ahitchcock@hitchcocks.com

Home Phone:

(386) 462-1161

Work Phone:

(352) 538-1814

Ext:

Occupation:

business owner

Place of Employment

Hitchcock & Sons, Inc.

Education:

Bachelor of Science, Agriculture
University of Florida

Professional Organizations:

Member, Farm Bureau Board, Alachua Chamber of Commerce, Alachua Lions Club, Santa Fe College Foundation Board, Capital City Bank Board

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

59 years

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

Ranch Owner, Business Owner, Commercial Property Manager, Born and live in a rural environment

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

I feel I can bring a lot of historical experience, have an understanding of the business environment, have an understanding of the agricultural environment. This gives me a unique perspective for understanding and addressing issues that rural citizens face.

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

No

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:2620

Name of Advisory Board/Committee:

Rural Concerns Advisory Committee

Applying For:

~~Unincorporated Towns~~ Citizen-at-large

First Name:

Cheryl

Middle Initial:

W

Last Name:

Hollingsworth

Suffix:

Address:

PO Box 23912

City:

Gainesville

Zip Code:

32602

E-Mail Address:

bakerinv@cox.net

Home Phone:

352-215-3569

Work Phone:

352-334-1612

Ext:

Occupation:

Child Protective Investigations Supervisor

Place of Employment

Department of Children and Families

Education:

M. Ed., University of Florida
BA, University of Houston

Professional Organizations:

UF Alumni Association

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

26 years

If no, what county?

If yes, name of board(s):

Civic and Professional Accomplishments/Honors:

Professional accomplishment, awarded Exceptional Performer Award, 2008

Training or Experience Related to the Appointment:

I have resided in an unincorporated area of Alachua County for the past 26 years.

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

I am very familiar with the population in the rural areas of the county, as well as specific needs and issues.

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

Yes

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3229

Name of Advisory Board/Committee:

Rural Concerns Advisory Committee

Applying For:

Agriculture and/or silviculture

First Name:

Chris

Middle Initial:

P

Last Name:

Kelly

Suffix:

Address:

1322 SW 12th Ave

City:

Gainesville

Zip Code:

32608-1102

E-Mail Address:

cpkel@bellsouth.net

Home Phone:

352-376-6948

Work Phone:

Ext:

Occupation:

Beef Cattle Management & Consulting

Place of Employment

Florida

Education:

BA Sociology

Professional Organizations:

Alachua County Cattlemen's Assn

Age (60 and over):

Yes

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

64 years

If no, what county?

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

Yes

If yes, please list board(s):

Rural Concerns Advisory Committee
Fair Grounds Advisory Committee
County wide Vision And Planning Comm.

Civic and Professional Accomplishments/Honors:

Retired Professional Officer
US Army

Training or Experience Related to the Appointment:

Continuing Education in the Beef Cattle Industry and Agriculture operations as related to Alachua County.

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

I feel I have made significant contributions to the committee and would like to continue to assist in the development and evaluation of policies and programs affecting the rural areas of the County.

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

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

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

Yes

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

Checked

Chris Kelly
1322 SW 12th Ave
Gainesville, FL 32608-1102

17 November 2010

Mary Lowry
Advisory Board Coordinator

Re: Rural Concerns Advisory Committee
Agriculture/Silviculture vacancy

Ms. Lowry,

I would like to provide additional background information to the resume which you have on file.

Beef Cattle Management and Consulting 1990 – present.

Alachua County Cattlemen's Association, Secretary/Treasurer, 1996 – present.
The Alachua County Cattlemen's Association is currently the fifth largest County Association in the State.

Northeast Florida Beef & Forage Group, IFAS Extension, Advisor 2005 – Present

Academy of Agriscience Advisory Committee, Alachua County School Board,
Advisor 2005 – Present.

Thank you for your assistance.

Sincerely,

Chris Kelly
1322 SW 12th Ave
Gainesville, FL 32608-1102

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE Rural Advisory Committee

Board Position (type of position/category): Committee Member

Members appointed to advisory boards and committees should generally (with exceptions) serve a maximum of two terms. If you have any additional information, such as a resume, please attach. Applications will be kept on file for one year. Some positions may require an agency letter of nomination if position serves as representative.

Please return to:

Alachua County Board of Commissioners

Attn: Advisory Board Coordinator

PO Box 2877

Gainesville, FL 32602-2877

Telephone: (352) 264-6904

FAX: (352) 338-7363

www.alachuacounty.us

NAME: <u>John William Martin</u>	
ADDRESS: <u>P.O. Box 37</u>	CITY: <u>Hawthorne</u> ZIP CODE: <u>32640</u>
E-MAIL ADDRESS: <u>aggratitude@yahoo.com</u>	TELEPHONE: HOME: <u>352/622-3793</u> OFFICE: <u>352/375-4075</u>
OCCUPATION: <u>Small Business Owner</u>	PLACE OF EMPLOYMENT: <u>Division 10 Distributors</u>
EDUCATION: <u>Degree from U.F</u>	PROFESSIONAL ORGANIZATIONS: <u>Hawthorne Chamber of Commerce / Ala Co Builder Assn.</u>
AGE: 60 and over ☐ (Some committees/boards require 60 year age minimum for appointment)	
OPTIONAL—CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African-American ☐ Asian ☐ Hispanic ☐ Native American ☐ Pacific Islander ☐ White ☒ Other ☐ (This information helps us provide diversity on our advisory boards.)	
Are you a resident of Alachua County? YES ☒ NO ☐ If yes, how long? <u>49 yrs</u> If no, what county?	
Are you currently serving on a board?	
No ☐ Yes ☒ Name of board(s): <u>Charter Review / Open</u> <u>wild space open places</u>	

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

<u>Served 13 yrs on Hawthorne City Commission</u>
<u>5 as Mayor / Graduated from Hawthorne High Sch. + U.F</u>
<u>Been a Volunteer for many organization throughout life</u>

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

<u>Live long resident of Rural Community (Hawthorne) Served on City Commission / League of Cities</u>

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS BOARD?

<u>My life experience will contribute to Rural concerns</u>

Under Florida law, all information, including e-mail, written letters, documents and phone messages, sent to the Alachua County Board of County Commissioners is subject to Public Records law. This includes the sender's e-mail address, home address or phone number if shown in the message, the content of the message or any associated attachments.

☒ I understand that all information provided will become public record.

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

YES ☒ NO ☐ 2/19/10

DATE

SIGNATURE

Appointees to advisory boards/committees are required to attend scheduled meetings as specified in the "Alachua County Board of County Commissioners Rules of Procedure."

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

YES ☒ NO ☐ 2/19/10

DATE

SIGNATURE

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3214

Name of Advisory Board/Committee:

Rural Concerns Advisory Committee

Applying For:

Citizen-at-Large

First Name:

Chip

Middle Initial:

Last Name:

Skinner

Suffix:

Address:

6720 NW 40th Drive

City:

Gainesville

Zip Code:

32653

E-Mail Address:

ufdu@cox.net

Home Phone:

352-371-8385

Work Phone:

393-7842

Ext:

Occupation:

Marketing and Communications Supervisor

Place of Employment

City of Gainesville - RTS

Education:

BA from the University of Florida

Professional Organizations:

Florida Public Relations Association (FPRA), Florida Public Transportation Association (FPTA), American Public Transportation Association (APTA) National Association of Underwater Instructors (NAUI)

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

21 years

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Past President of WoodCreek Village Homeowners Association, current Treasurer of Millhopper Station North Homeowners Association.

Training or Experience Related to the Appointment:

I have extensive experience with road construction, maintenance and drainage issues. I have also consulted on numerous recreational and outreach programs in the City of Gainesville and Alachua County.

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

A fresh perspective on the rural communities from someone that values their lifestyle while allowing them to progress at their own pace. I have also dealt with many infrastructure issues especially those pertaining to roadways.

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

Yes

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

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

Yes

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

Checked

June 14, 2011 Regular BoCC Meeting
Agenda Item #13

Title

Community Agency Partnership Program (CAPP) Board Appointments (Amended)

Amount

N/A

Description

Consider the appointment of five citizens to the Community Agency Partnership Program (CAPP) Advisory Board.

Recommendation

Appoint five citizens to citizen-at-large positions on the Community Agency Partnership Program (CAPP) Board; two to partial terms ending February 2012 followed by full terms ending February 2014, two to partial terms ending September 2011 followed by full terms ending September 2013, and one to a term ending February 2013.

Alternative(s)

Continue to advertise the vacancies.

Requested By

Mary Lowry, X6904

Originating Department

County Manager's Office

Attachment(s) Description

Tally sheet, attendance roster, membership roster, applications

Documents Requiring Action

N/A

Executive Summary

There are currently five citizen-at-large vacancies on the CAPP Advisory Board, and six citizens have applied.

Background

Each year, the Alachua County Board of County Commissioners ("BoCC") sets aside General Fund resources for collaborative efforts with non-profit agencies and organizations that serve the citizens of Alachua County. Through a competitive process, social service-type agencies and organizations may apply for supplemental funding for programs that serve to reduce poverty among Alachua County citizens. This advisory board reviews those funding requests and formulates funding recommendations that are forwarded to the BoCC. Citizen-at-large – appoint TWO to partial terms ending February 2012, followed by full terms ending February 2014: 1) Terry Fleming 2) Charkivia Lovett 3) Donna Lutz 4) Anna Prizzia 5) Martin van Gelder 6) Carol Velasques Jackson (currently serving on the Cultural Affairs Boards, attendance satisfactory); Citizen-at-large – appoint TWO to partial terms ending September 2011 followed by full terms ending September 2013: 1) Terry Fleming 2) Charkivia Lovett 3) Donna Lutz 4) 5) Martin van Gelder 6) Carol Velasques Jackson (currently serving on the Cultural Affairs Boards, attendance satisfactory); Anna Prizzia Citizen-at-large – appoint ONE to a term ending February 2013: 1) Terry Fleming 2) Charkivia Lovett 3) Donna Lutz 4) Anna Prizzia 5) Martin van Gelder 6) Carol Velasques Jackson (currently serving on the Cultural Affairs Boards, attendance satisfactory).

Issues

The first meeting of the CAPP Board is scheduled for June 15, 2011.

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

N/A

Account Code(s)

N/A

Attachment: LutzD.pdf

Attachment: VelasquesJacksonC.pdf

Attachment: FlemingT.pdf

Attachment: CAPP Attendance.pdf

Attachment: CAPP Tally Sheet.pdf

Attachment: vanGelderM.pdf

Attachment: CAPP Membership.pdf

Attachment: LovettC.pdf

Attachment: PrizziaA.pdf

COMMITTEE: Community Agency Partnership Program**06/14/11**

APPLICANTS	BAIRD	BYERLY	LONG	DeLANEY	PINKOSON
Citizen-at-large – appoint TWO to partial terms ending February 2012 followed by full terms ending February 2014:					
Terry Fleming					
Charkivia Lovett					
Donna Lutz					
Anna Prizzia					
Martin van Gelder					
Carol Velasques Jackson (currently serving on the Cultural Affairs board, attendance satisfactory)					
Citizen-at-large – appoint TWO to partial terms ending September 2011 followed by full terms ending September 2013:					
Terry Fleming					
Charkivia Lovett					
Donna Lutz					
Anna Prizzia					
Martin van Gelder					
Carol Velasques Jackson (currently serving on the Cultural Affairs board, attendance satisfactory)					
Citizen-at-large – appoint one to a term ending February 2013:					
Terry Fleming					
Charkivia Lovett					
Donna Lutz					
Anna Prizzia					
Martin van Gelder					
Carol Velasques Jackson (currently serving on the Cultural Affairs board, attendance satisfactory)					

Community Agency Partnership Program (CAPP)				2 year terms
STAFF: Lee D. Roberts - (352) 264-6707				
NAME/MEMBERSHIP CATEGORY	ADDRESS/PHONE NUMBER	DATE TERM EXPIRES	TERM CURRENTLY SERVING	APPOINTED BY
VACANT Appt Date: 4/27/2010 Previous member: Heal , Teresa R - Resignation 4/20/2011 Category: Citizen-at-Large		9/30/2011		BOCC
VACANT Appt Date: 4/27/2010 Previous member: Savastano , Joseph A - Resignation 5/2/2011 Category: Citizen-at-Large		9/30/2011		BOCC
VACANT Appt Date: 4/27/2010 Previous member: Johnson , Lynda - Resignation 4/29/2011 Category: Citizen-at-Large		2/29/2012		BOCC
VACANT Category: Citizen-at-Large		2/29/2012		BoCC
VACANT Appt Date: 5/26/2009 Previous member: Tuchman , Stephan A - Term Expired 2/28/2011 Category: Citizen-at-Large		2/28/2013		BOCC
Sheldon Packer Appt Date: 4/27/2010 Previous member: Tragash , Jennifer - Other Category: Citizen-at-Large	5323 NW 35th Drive Gainesville, FL 32653 (h)(352) 870-8496 (w)(352) 870-8496 starwalker07@gmail.com	2/29/2012	2	BOCC
Christina St. Clair Appt Date: 3/1/2011 Previous member: O'Brien , Elizabeth - Resignation Category: Representative - Department of Children and Families	Substance Abuse Mental Health Program Office, 1000 NE 16th Avenue, Bldg. J, (I/O #6) Gainesville, FL 32601 (w)(352) 334-0731 christina_st_clair@dcf.state.fl.us	2/28/2013	1	BOCC
Report Date: 5/31/2011 @ 11:44 AM				

Attendance Report for the last 6 meetings.

Community Agency Partnership Program (CAPP)										
Staff Liaison: Lee D. Roberts										
Member	Position	Mbr Start	Mbr End	7/29/2009 8:30 AM	6/10/2010 1:30 PM	7/12/2010 8:30 PM	7/13/2010 8:30 PM	7/14/2010 8:30 PM	7/15/2010 8:30 PM	Meetings Attended
Heal, Teresa R	Citizen-at-Large	4/27/2010	4/20/2011	--	P	P	P	P	P	5 of 5
Johnson, Lynda	Citizen-at-Large	4/27/2010	4/29/2011	--	P	P	P	P	P	5 of 5
Johnson, Lynda	Citizen-at-Large	3/11/2008	2/28/2010	P	--	--	--	--	--	1 of 1
O'Brien, Elizabeth	Representative - Department of Children and Families	3/1/2009	3/25/2010	P	--	--	--	--	--	1 of 1
Packer, Sheldon	Citizen-at-Large	4/27/2010	2/29/2012	--	P	P	P	P	P	5 of 5
Packer, Sheldon	Citizen-at-Large	3/11/2008	9/30/2009	P	--	--	--	--	--	1 of 1
Savastano, Joseph A	Citizen-at-Large	4/27/2010	5/2/2011	--	P	P	P	P	P	5 of 5
St. Clair, Christina	Representative - Department of Children and Families	4/27/2010	2/28/2011	--	P	P	P	P	P	5 of 5
Tragash, Jennifer	Representative - Executive Director United Way	7/1/2009	3/25/2010	P	--	--	--	--	--	1 of 1
Tuchman, Stephan A	Citizen-at-Large	5/26/2009	2/28/2011	P	P	P	P	P	P	6 of 6
Williams, Cecelia	Citizen-at-Large	6/24/2008	9/30/2009	A	--	--	--	--	--	0 of 1
[P=Present] [A=Absent] [C=Cancelled] [PNQ=Present No Quorum] [ANQ=Absent No Quorum] [NR=Member Active But No Attendance Record] [--=Member Not Active]										

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:2986

Name of Advisory Board/Committee:

Community Agency Partnership Program (CAPP)

Applying For:

Citizen-at-Large

First Name:

Terry

Middle Initial:

Last Name:

Fleming

Suffix:

Address:

P.O. Box 6024

City:

Gainesville

Zip Code:

32627

E-Mail Address:

sfccptf@aol.com

Home Phone:

352-219-5068

Work Phone:

Ext:

Occupation:

Retired

Place of Employment

Retired

Education:

Associates Degree SFCC

Professional Organizations:

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

13 years

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

I serve on the Boards of several non-profit organizations and I served five years as the Treasurer of Holy Trinity Episcopal Church

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

I have extensive experience in the operations of non profit organizations.

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

Yes

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

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

Yes

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

Checked

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE: Community Agency Partnership ProgramBoard Position (type of position/category): Citizen-At-Largereceived
5-18-11

Members appointed to advisory boards and committees should generally (with exceptions) serve a maximum of two terms. If you have any additional information, such as a resume, please attach. Applications will be kept on file for one year. Some positions may require an agency letter of nomination if position serves as representative.

Please return to:
Alachua County Board of Commissioners
Attn: Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877

Telephone: (352) 264-6904
FAX: (352) 338-7363
www.alachuacounty.us

NAME: <u>Char Kivia Lovett</u>	
ADDRESS: <u>3515 SW 39th Blvd #33A</u>	CITY: <u>Gainesville</u> ZIP CODE: <u>32608</u>
E-MAIL ADDRESS: <u>pookie451@ufl.edu</u>	TELEPHONE: HOME: <u>305-490-6716</u> OFFICE: <u></u>
OCCUPATION: <u>Wiles Activity Leader</u>	PLACE OF EMPLOYMENT: <u>Wiles Elementary</u>
EDUCATION: <u>U of Florida Student</u>	PROFESSIONAL ORGANIZATIONS: <u>Nu Alpha</u>
<u>Lambda Christian Service Organization</u>	
AGE: 60 and over ☐ (Some committees/boards require 60 year age minimum for appointment)	
OPTIONAL—CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African American ☒ Asian ☐ Hispanic ☐ Native American ☐ Pacific Islander ☐ White ☐ Other ☐ (This information helps us provide diversity on our advisory boards.)	
Are you a resident of Alachua County? YES ☒ NO ☐ If yes, how long? _____ If no, what county? _____	
Are you currently serving on a board? _____	
No ☒ Yes ☐ Name of board(s): _____	

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

As a citizen of alachua county, I work with my organization to reach out to the community.

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS BOARD?

I feel I can be better aware and help bridge the gap between the citizens and the community leaders relationship.

Under Florida law, all information including e-mail, written letters, documents and phone messages, sent to the Alachua County Board of County Commissioners is subject to Public Records law. This includes the sender's e-mail address, home address or phone number if shown in the message, the content of the message or any associated attachments.

☒ I understand that all information provided will become public record.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?
YES ☒ NO ☐ 5/18/2011

DATE

SIGNATURE

Appointees to advisory boards/committees are required to attend scheduled meetings as specified in the "Alachua County Board of County Commissioners Rules of Procedure."

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

YES ☒ NO ☐ 5/18/2011

DATE

SIGNATURE

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3433

Name of Advisory Board/Committee:

Community Agency Partnership Program (CAPP)

Applying For:

Citizen-at-Large

First Name:

Donna

Middle Initial:

E

Last Name:

Lutz

Suffix:

Address:

409 N.W. 24th Street

City:

Gainesville

Zip Code:

32607

E-Mail Address:

donnalutzrealtor@gmail.com

Home Phone:

352-226-8970

Work Phone:

352-222-4072

Ext:

Occupation:

Realtor

Place of Employment

Lutz Realty Group

Education:

Bachelor of Education, major in Spanish,
University of Florida

Professional Organizations:

Gainesville Alachua County Association of Realtors, Foundation Board for the ARC

Age (60 and over):

Yes

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

11 years

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Gainesville Code Enforcement Board 2003-2006, Paul Harris Fellow for Rotary

Training or Experience Related to the Appointment:

Board of Director for the ARC and the Ronald McDonald House, Junior Achievement volunteer, scholarship donor for the UF College of Education

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

Having been a member of several nonprofit boards, and participating with the United Way and Leadership Gainesville and the Chamber and all their involvement with various segments of the community, I feel that I can be open to all requests, and evaluate them on their merits, and select those that deserve the people's help the most. Also having had the privilege of selling homes to people outside the greater Gainesville area, I feel I have a grasp of the county at large.

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

Yes

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3430

Name of Advisory Board/Committee:

Community Agency Partnership Program (CAPP)

Applying For:

Citizen-at-Large

First Name:

Anna

Middle Initial:

Last Name:

Prizzia

Suffix:

Address:

2530 NW 11th Ave

City:

Gainesville

Zip Code:

32605

E-Mail Address:

aprizzia@ufl.edu

Home Phone:

910-894-3441

Work Phone:

352-392-7578

Ext:

Occupation:

Director of Sustainability

Place of Employment

UF

Education:

Masters Degree, Wildlife Ecology and Conservation, UF

Undergraduate, Marine Biology, UNC Wilimington

Professional Organizations:

Sustainable Alachua County

Sustainable Florida

Association for the Advancement of Sustainability in Higher Education

Slow Food Gainesville

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

10 years

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

I have worked with many partners on issues of poverty and food security, including with Florida Organic Growers on the Community Food Action Plan and the ACNA and others on the Hunger Summit. Also, my work for the University of Florida directly related to issues of poverty alleviation, fair wages, etc... for UF staff.

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

I feel I could bring a wholisitic and proactive perspective to look for not just emergency services but programs that will help to bring people out of poverty and provide them the resources they need to get back on thier feet.

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

Yes

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3445

Name of Advisory Board/Committee:

Community Agency Partnership Program (CAPP)

Applying For:

Citizen-at-Large

First Name:

Martin

Middle Initial:

V

Last Name:

van Gelder

Suffix:

Address:

1360 NE 28th Avenue

City:

Gainesville

Zip Code:

32609-3167

E-Mail Address:

martinvangelder4@gmail.com

Home Phone:

352-678-8944

Work Phone:

352-678-8944

Ext:

Occupation:

Retired

Place of Employment

VA Medical Center

Education:

Some college

Professional Organizations:

None

Age (60 and over):

Yes

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

33 years

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

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

I would bring good, common sense earned through 67 years of life.

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

Yes

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3442

Name of Advisory Board/Committee:

Community Agency Partnership Program (CAPP)

Applying For:

Citizen-at-Large

First Name:

Carol

Middle Initial:

M

Last Name:

Velasques Jackson

Suffix:

Address:

1800 NW 4th Street B-10

City:

Gainesville

Zip Code:

32609

E-Mail Address:

JacksonCarolm@yahoo.com

Home Phone:

352-672-2122

Work Phone:

352-378-7059

Ext:

Occupation:

Business Manager

Place of Employment

Alachua Children's Theater

Education:

Attended SF College/Webster College of Business

Professional Organizations:

20 year veteran in community arts programming, education and social programming.
SFCC Women of Distinction, Executive Director of Alachua Children's Theater

Age (60 and over):

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

African-American

Are you a resident of Alachua County?

Yes

If yes, how long?

44 years

If no, what county?

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

Yes

If yes, please list board(s):

Vice-Chair, City of Gainesville/Alachua County Cultural Advisory Council

Civic and Professional Accomplishments/Honors:

SFCC Women of Distinction
MLK Commision Award
City of Gainesville Business Arts Award

Training or Experience Related to the Appointment:

Business Training
Civic Education Training
Grant Training

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

Grant Review Panelist, for the City of Gainesville/Alachua County Board
Grant Review Panelist, State of Florida Department of Cultural Affairs

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

Yes

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

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

Yes

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

Checked

June 14, 2011 Regular BoCC Meeting
Agenda Item #14

Title

Newberry Nations Park enhancements (Amended)

Amount

\$277,303.00

Description

Presentation by the City of Newberry for enhancements to the proposed Nations Park Baseball/Softball Complex.

Recommendation

Hear the presentation by the City of Newberry for enhancement to the proposed Nations Park Baseball/Softball Complex and direct staff to return with funding recommendations.

Alternative(s)

Do not hear the presentation

Requested By

John Pricher

Originating Department

Tourist Development

Attachment(s) Description

Powerpoint slide presentation

Documents Requiring Action

N/A

Executive Summary

Nations Park can be built for the bond amount the City of Newberry has secured. The City of Newberry is seeking additional funds for enhancements to the proposed Nations Park to further establish the unique experience Nations Park will provide. The key components of the request are shade structures in the seating areas for each field and a second story to the pressbox for each field.

Background

On July 13, 2010, the City of Newberry and Alachua County entered into an interlocal agreement pledging one percent of the Local Option Tourist Development Tax to build Nations Park, a 16 field youth baseball and fastpitch softball complex. Newberry has secured a bond to pay for the construction of the park.

Issues

The 1% pledged to pay for the Nations Park project will not have enough funds for the enhancement based on requirements set forth in the Interlocal Agreement.

The Tourist Development Council will hear this presentation on June 15th to provide input on how to proceed.

Fiscal Recommendation

Staff to determine if funds are available and the mechanism for payment.

Fiscal Alternative(s)

Do not explore funds for the project

Funding Sources

Tourist Development

Account Code(s)

150-4510, 002-4510

Attachment: FINANCE COMMITTEE VERSION Nations Baseball Park Financial Update.pdf

NEWBERRY
NATIONS
BASEBALL PARK
ENHANCEMENT
REQUEST



The Beginning

COOPERSTOWN - DREAMS PARK



MAIN ENTRANCE



TYPICAL BASEBALL FIELD



TYPICAL INFELD



COMMONS AREA



TYPICAL INFELD



TYPICAL INFELD

NEWBERRY NATIONS BASEBALL PARK THREE YEARS IN THE MAKING



- Alachua County Board of County Commissioners approves bed tax funding for project (\$7,060,000)
- Interlocal Agreement between County and City approved by both Commissions
- Operational Agreement with Nations and City approved- 20 years
- Local, County and State political support



ORIGINAL PREMISE

Both Alachua County and the City of Newberry remain committed to the marketing premise, that this project would be a national tourist attraction.

"POSITIVE EXPERIENCE"

The key from a tourist and marketing standpoint is that the experience for the visitor to this venue must be so positive, that they will continue to return year after year.

TOTAL NON-CONSTRUCTION COSTS

CB

City Bond	\$7,060,000
Total Non-Construction	<u>(\$119,157)</u>
Balance for Construction	\$6,940,843

Current Construction Costs

- Construction Balance \$6,940,843
- Bid Process resulted in 5 pre-qualified general contractors
- Negotiations began with the qualified low bidder- Edifice
- Construction Estimate \$6,940,843



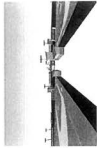
Fund Balance

ea	Current Construction Estimates	\$6,940,843
ea	Balance on Fund Brought Forward	\$6,940,843
ea	Program Balance	\$0

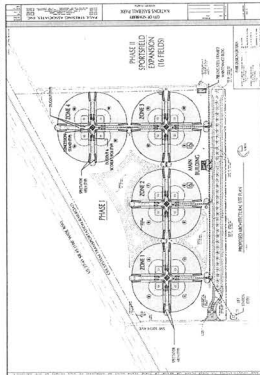


PROPOSED ENHANCEMENTS

- ea We can build the facility as designed for cash available.
- ea In order to achieve national marketability we must create a "home run" facility
- ea The recommended enhancements will create the "Unique Experience" that separates this facility from others.

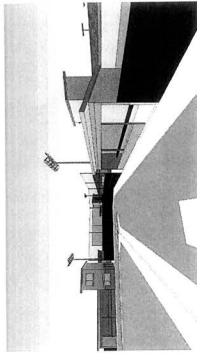


CITY OF NEWBERRY, ARIZONA BASEBALL PARK
10/15/2010/01/11



CITY OF NEWBERRY ♦ NATIONS BASEBALL PARK
VISITGAINEVILLE

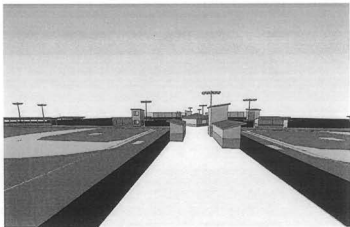
PAUL STREIBER ASSOCIATES, INC.



CITY OF NEWBERRY ♦ NATIONS BASEBALL PARK
VISITGAINEVILLE

PAUL STREIBER ASSOCIATES, INC.

PAUL STRESSING ASSOCIATES, P.A.C. 2011



CITY OF NEWBERRY ♦ NATIONS BASEBALL PARK
VISITGAINESVILLE
AFLAC WORLD HOME OF THE FUTURE

PROPOSED ENHANCEMENTS
RECOMMENDED TO BE INCLUDED IN PROJECT



☞ Spectator Stand Shade Structures (32)	\$200,000
☞ Second Floor for Scorers Building (16)	68,303
☞ Canopy Entrance to Administration Building	2,000
☞ Improved Landscaping (35 Palm Trees)	<u>7,000</u>

Total Quality Enhancements Request	\$277,303
------------------------------------	-----------

Proposed Enhancement
Request \$277,303



June 14, 2011 Regular BoCC Meeting
Agenda Item #15

Title

Local Option Nickle Gas Tax Bond Document(Amended) (Amended)

Amount

\$9,500,000.00

Description

Presentation of Local Option Nickle Gas Tax Bond Document that must be executed to issue debt to finance transportation construction and resurfacing projects including NW 16th Ave, SW 63rd Blvd/SW 62nd Ave, and CR231

Recommendation

Adopt the Resolution and Budget Amendment and authorize the Chair and Clerk to sign all bond closing documents, including the conflict waiver for and authorize the Gainesville Gold and Country Club (GGCC) Special Assessment Capital projects Fund to receive up front funding via an interfund loan from the Local Option Nickle Gas tax Bond Capital Project Fund.

Alternative(s)

Do not adopt the resolution and consider other funding options for transportation improvement costs of NW 16th Ave, SW 63rd Blvd/SW 62nd Ave, and CR231

Requested By

Richelle Sucara, Financial Planning Group

Originating Department

County Manager Office

Attachment(s) Description

Resolution, Budget Amendment, County Waiver Letter request

Documents Requiring Action

Resolution, Budget Amendment

Executive Summary

On April 8, 2011, the County's Financial Advisor, Public Financial Management, Inc. (PFM) issued a bank term loan RFP for the construction of the NW 16th Ave, SW 63rd Blvd/SW 62nd Ave, and CR231 resurfacing projects. The County received ten (10) responses which met parameters set forth in the RFP. On May 3, 2011, FPG voted to approve the lowest cost bid and lock-in a fixed interest rate of 2.20% with BBVA Compass Bank subject to BOCC approval. The lock-in rate is good through June 16, 2011.

Background

On March 22, 2011, the Board unanimously approved a motion to secure up-front financing for construction of the NW 16th Ave, SW 63rd Blvd/SW 62nd Ave, and CR231 resurfacing projects and to include GGCC special assessment project in the construction financing to save issuance costs. Pursuant to Board direction, Financial Planning Group authorized the County's Financial Advisor, PFM, to issue a bank term loan RFP. On April 8, 2011, PFM issued a bank term loan RFP for the construction of the NW 16th Ave, SW 63rd Blvd/SW 62nd Ave, and CR231 resurfacing projects. The County received 10 qualified responses by the due date of April 26, 2011. PFM reviewed the responses and determined the lowest cost bidder was

BBVA Compass and recommended the County accept the competitive bid proposed by BBVA Compass and lock-in the fixed rate of 2.20%. Accepting the BBVA Compass proposal effectively provides the County with the lowest cost of borrowing without the requirement to pledge a covenant to budget and appropriate other non ad-valorem revenues.

Issues

If the Board approves the bond resolution and budget amendment, the following will occur: CR 231 construction will be divided into two phases. The first phase of the project will be a milling and resurfacing of the existing lanes. The second phase of the project will include bringing the roadway to state standards by adding paved shoulders striped for bicycle lanes and guardrail. The first phase of construction would begin early summer of this year 2011. NW 16th Ave/23rd Ave and SW 62nd Ave/63rd Blvd projects will move forward to construction as soon as design is complete. Up front funding for the GGCC construction will be provided from the Local Option Nickel Gas Tax Bond Fund, thereby saving additional borrowing costs. No additional costs will be incurred by the County. If the Board chooses not to approve the attached resolution for external financing for these projects, the following will occur: The three resurfacing projects will revert to "pay as you go", and the County will have to wait until the money accrues through revenues received from the five-cent local option gas surtax. Expected construction dates for each under this scenario are: NW 16th Ave/23rd Ave- FY2012, CR 231 - FY2015, and SW 62nd Ave/63rd Blvd-FY2018. Also, a funding source must be identified to cover the cost of financing the construction of the GGCC project. Additional borrowing costs may be incurred estimated between \$15,000 to \$44,000.

Fiscal Recommendation

Approve the resolution and budget amendment and authorize the Chair and Clerk to sign the bond closing documents, including the conflict waiver form and authorize the Gainesville Country Club Special Assessment Capital Project Fund to receive up front funding via an interfund loan from the Local Option Nickel Gas Tax Bond Capital Project Fund.

Fiscal Alternative(s)

Do not adopt the resolution and consider other funding options for transportation improvement costs of NW 16th Ave, SW 63rd Blvd/SW 62nd Ave, and CR231 and direct staff to obtain other external financing options for the Gainesville Country Club Special Assessment Projects.

Funding Sources

Bond proceeds. Note, all issuance costs associated with the gas tax bonds will be paid from the bond proceeds

Account Code(s)

N/A

Attachment: Alachua CountyWaiver Letter Request.pdf

Attachment: Resolution EX.pdf

Attachment: Budget Amendment Gas Tax Series 2011.pdf

BOND DEBT SERVICE

County of Alachua, Florida
Series 2011 Bank Loan
1-5th Cent Local Option Gas Tax
BBVA Compass Bank - 2.20%
*** Final Numbers ***

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2012	724,000	2.200%	130,625	854,625	854,625
08/01/2012			96,536	96,536	
02/01/2013	1,173,000	2.200%	96,536	1,269,536	1,366,072
08/01/2013			83,633	83,633	
02/01/2014	1,199,000	2.200%	83,633	1,282,633	1,366,266
08/01/2014			70,444	70,444	
02/01/2015	1,226,000	2.200%	70,444	1,296,444	1,366,888
08/01/2015			56,958	56,958	
02/01/2016	1,253,000	2.200%	56,958	1,309,958	1,366,916
08/01/2016			43,175	43,175	
02/01/2017	1,280,000	2.200%	43,175	1,323,175	1,366,350
08/01/2017			29,095	29,095	
02/01/2018	1,308,000	2.200%	29,095	1,337,095	1,366,190
08/01/2018			14,707	14,707	
02/01/2019	1,337,000	2.200%	14,707	1,351,707	1,366,414
	9,500,000		919,721	10,419,721	10,419,721

DEFAULT

02-2012 Principal 724,000

June- September 2011 $\times 4$

= 2,896,000

Number Months till 02-2012 $\div 8$

= 362,000

C 0

02-2012 Interest 130,625

June-September 2011 $\times 4$

= 522,500

Number Months till 02-2012 $\div 8$

= 65,312.5

+ 362,000

= 427,312.5

C 0

Estimated Payments 200,000

Number Payments Received Oct-Jan 2012 $\times 3$

= 600,000

C 0

Estimated Receipts 5-Cent Local Option Gas Tax 600,000

Principle & Interest Due 2012 - 854,625

BA Amount to Hold Back = -254,625

Bryant Miller Olive

Attorneys at Law
111 Riverside Avenue
Suite 200
Jacksonville, FL 32202
Tel 904.384.1264
Fax 904.388.2986
www.bmolaw.com

May 25, 2011

VIA EMAIL NTH@thor.co.alachua.fl.us

Todd Hutchinson, Finance Director
Alachua County
12 S. E. First Street, 4th Floor
Gainesville, Florida 32601

Re: Waiver of Potential Conflict of Interest under Applicable Florida Bar Rules --
Alachua County, Florida -- Alachua County Gas Tax Revenue Bonds, Series 2011

Dear Todd:

This letter is written to you as Finance Director of Alachua County, Florida (the "County") to discuss the applicability of and our obligation to consult with the County regarding Rule 4-1.7 of the Rules Regulating The Florida Bar concerning conflicts of interest. Bryant Miller Olive P.A. ("BMO") continues to provide ongoing legal representation to the County primarily as disclosure counsel in connection with certain financing transactions (but not in connection with the loan from Compass Bank (the "Bank") to the County to be evidenced by the Alachua County Gas Tax Revenue Bonds, Series 2011 (the "Debt")).

We understand that the Bank has been selected by the County as the sole lender in the Debt transaction. BMO has also been asked by the Bank to represent it as lender in connection with the issuance of the Debt.

We anticipate that any negotiations regarding the terms of the Debt will be negotiated on behalf of the County by David Wagner, the County's attorney. We also anticipate that the Bank will, in its commitment letter, set forth all of the relevant business terms for the Debt and that BMO will not be involved in negotiating on behalf of the Bank any of the terms of the Debt.

BMO does not anticipate being involved, on behalf of the County or the Bank, in negotiating any terms of the Debt. We anticipate that BMO's engagement as lender's counsel for the Bank will be limited to insuring that the documents reflect the terms of the commitment letter and conform to the Bank's internal requirements for such loans.

Unless a waiver is obtained, Florida Bar Rule 4-1.7 (the "Rule") generally prohibits an attorney from representing a client in the same or similar matter, if such representation could be directly adverse to the interests of either client. Although our review of the Debt documentation should not involve BMO in negotiating any "business terms" of Debt documents, we deem it prudent nonetheless in light of the Rule to obtain the written consent of the County in connection with of the Bank as lender in connection with the Debt. If the County consents to our continuing representation as disclosure counsel to the County (but not in connection with the Debt) and as lender's counsel to the Bank (in connection with the Debt), I would request that authorized representatives of the County sign the attached waiver and return it to my attention. (This waiver letter is almost identical to a waiver letter on a loan to Alachua County from Compass Mortgage Corporation that the County approved in October 2008, thereby permitting BMO to represent Compass Mortgage Corporation on that 2008 loan even though we also represented the County then as disclosure counsel.)

We deem our primary representation in connection with the issuance of the Debt to be to the County in our capacity as disclosure counsel, in part because we have a continuing relationship with the County as disclosure counsel. In the unlikely event that a conflict of interest does arise and is not resolved without our involvement during the issuance of the Debt between the County and the Bank, then we will withdraw as counsel to the Bank (by written notice thereof to both the County and the Bank) and continue to represent the County as disclosure counsel (but not in connection with the issuance of the Debt). Please call me with any questions or concerns.

Sincerely,

A handwritten signature in dark ink, appearing to read "Greg West", written in a cursive style.

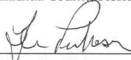
Gregory K. West

Enclosure

ALACHUA COUNTY, FLORIDA
WAIVER OF CONFLICT OF INTEREST

For purposes of Rule 4-1.7 of the Rules Regulating The Florida Bar, the undersigned, on behalf of Alachua County, Florida (the "County"), hereby consents to Bryant Miller Olive P.A.'s ("BMO") representation of Compass Bank (the "Bank") in connection with the County's loan from the Bank to be evidenced by the Alachua County Gas Tax Revenue Bonds, Series 2011 (the "Debt"). The undersigned, on behalf of the County, hereby further agrees that, in the event that a conflict of interest does arise and is not resolved without BMO's involvement during the issuance of the Debt between either the County and the Bank, then BMO will withdraw as counsel to the Bank (by written notice thereof to the County and the Bank) and continue to represent the County as disclosure counsel. This waiver of conflict of interest is signed by the Chair, Board of County Commissioners of Alachua County, after consultation with David Wagner, Esq., the County's Attorney regarding this matter.

Alachua County, Florida



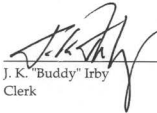
Name: Lee Pinkoson

Title: Chairman

6-15-2011

Date

ATTEST:



J. K. "Buddy" Irby
Clerk

APPROVED AS TO FORM AND LEGALITY:



David Wagner, Esq.
Alachua County Attorney

EXECUTION COPY

ALACHUA COUNTY, FLORIDA

**GAS TAX REVENUE BONDS,
SERIES 2011 RESOLUTION**

ADOPTED JUNE 14, 2011

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	
GENERAL	
SECTION 1.01. DEFINITIONS	1
SECTION 1.02. AUTHORITY FOR RESOLUTION	5
SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT	5
SECTION 1.04. FINDINGS	6
SECTION 1.05. AUTHORIZATION OF INITIAL PROJECT AND REIMBURSEMENT FOR COST OF INITIAL PROJECT	6
SECTION 1.06. DESIGNATION FOR BANK QUALIFICATION	6
ARTICLE II	
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS	
SECTION 2.01. AUTHORIZATION AND DESCRIPTION OF BONDS	7
SECTION 2.02. APPLICATION OF BOND PROCEEDS	8
SECTION 2.03. EXECUTION OF BONDS	9
SECTION 2.04. BONDS MUTILATED, DESTROYED, STOLEN OR LOST	9
SECTION 2.05. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER	9
SECTION 2.06. FORM OF BONDS	10
SECTION 2.07. TAXABLE RATE	17
ARTICLE III	
REDEMPTION OF BONDS	
SECTION 3.01. REDEMPTION	18
SECTION 3.02. NOTICE OF REDEMPTION	18
SECTION 3.03. REDEMPTION OF PORTIONS OF BONDS	18
SECTION 3.04. PAYMENT OF REDEEMED BONDS	18
SECTION 3.05. PURCHASE OF BONDS BY ISSUER	18
ARTICLE IV	
SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF	
SECTION 4.01. BONDS NOT TO BE INDEBTEDNESS OF ISSUER	19
SECTION 4.02. SECURITY FOR BONDS	19
SECTION 4.03. FUNDS AND ACCOUNTS	19
SECTION 4.04. PROJECT FUND	19
SECTION 4.05. FLOW OF FUNDS	20

SECTION 4.06.	REBATE ACCOUNT	20
SECTION 4.07.	INVESTMENTS	21
SECTION 4.08.	SEPARATE ACCOUNTS	21

ARTICLE V

COVENANTS OF THE ISSUER

SECTION 5.01.	BOOKS AND RECORDS	22
SECTION 5.02.	ISSUANCE OF ADDITIONAL OBLIGATIONS	22
SECTION 5.03.	ISSUANCE OF ADDITIONAL PARITY DEBT	22
SECTION 5.04.	ANNUAL AUDIT	23
SECTION 5.05.	FEDERAL INCOME TAX COVENANTS	23
SECTION 5.06.	ANNUAL BUDGET; OTHER INFORMATION	23
SECTION 5.07.	NO IMPAIRMENT	23
SECTION 5.08.	COLLECTION OF GAS TAX REVENUES	24

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01.	EVENTS OF DEFAULT	25
SECTION 6.02.	REMEDIES	25
SECTION 6.03.	REMEDIES CUMULATIVE	26
SECTION 6.04.	WAIVER OF DEFAULT	26
SECTION 6.05.	EXPENSES UPON EVENT OF DEFAULT	26

ARTICLE VII

SUPPLEMENTAL RESOLUTIONS

SECTION 7.01.	SUPPLEMENTAL RESOLUTION WITHOUT BONDHOLDERS' CONSENT	27
SECTION 7.02.	SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS' CONSENT.	27

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01.	DEFEASANCE	29
SECTION 8.02.	SALE OF BONDS	29
SECTION 8.03.	VALIDATION AUTHORIZED	30
SECTION 8.04.	WAIVER OF JURY TRIAL	30
SECTION 8.04.	SEVERABILITY OF INVALID PROVISIONS	30
SECTION 8.05.	REPEAL OF INCONSISTENT RESOLUTIONS	30
SECTION 8.06.	EFFECTIVE DATE	30

RESOLUTION NO. 11-56

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE BY THE COUNTY OF ITS \$9,500,000 ALACHUA COUNTY, FLORIDA GAS TAX REVENUE BONDS, SERIES 2011 IN ORDER TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING THE COSTS OF CERTAIN TRANSPORTATION IMPROVEMENTS IN AND FOR THE COUNTY; PLEDGING AS SECURITY FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS THE MONEYS RECEIVED BY THE COUNTY FROM THE FIVE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL IMPOSED PURSUANT TO SECTION 336.025(1)(B), FLORIDA STATUTES; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

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

ARTICLE I

GENERAL

SECTION 1.01. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Act" shall mean Section 125.01, et seq., Florida Statutes, Section 336.025(1)(b), Florida Statutes, the Ordinance and other applicable provisions of law.

"Act of Bankruptcy" shall mean (1) the Issuer shall be adjudicated a bankrupt or become subject to an order for relief under federal bankruptcy law, (2) the Issuer shall institute any proceedings seeking an order for relief under federal bankruptcy law or seeking to be adjudicated a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy or insolvency, (3) there shall be appointed a receiver, liquidator or similar official for the Issuer under any law relating to bankruptcy or insolvency, or (4) without the application, approval or consent of the Issuer, a receiver, trustee, examiner, liquidator or similar official shall be appointed for the Issuer, or a proceeding described in (2) above shall be instituted against the Issuer, and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of thirty (30) consecutive days. The mere declaration of a state of financial emergency under Section 218.503, Florida Statutes, shall not, in and of itself, constitute an Act of Bankruptcy.

"Additional Parity Debt" shall mean such indebtedness authorized pursuant to Section 5.03 hereof.

"Additional Project" shall mean the acquisition, construction and improvement of such properties as may be financed by Gas Tax Revenues pursuant to the Act and not constituting the Initial Project.

"Annual Debt Service" shall mean, at any time, the aggregate amount in the then current Fiscal Year of (1) interest required to be paid on the Outstanding Bonds and any outstanding Additional Parity Debt during such Fiscal Year, (2) the principal of Outstanding Bonds or outstanding Additional Parity Debt maturing in such Fiscal Year, and (3) amortization installments with respect to Outstanding Bonds or outstanding Additional Parity Debt designated with respect to such Fiscal Year; provided, that in computing the Annual Debt Service for any future period, variable rate indebtedness shall be deemed to bear interest at all times to the maturity thereof at a constant rate of interest equal to the lesser of the maximum short term rate prevailing in the preceding 12-month period or the maximum allowable rate.

"Authorized Investments" shall mean all accounts with the State Board of Administration and any investments which shall be authorized from time to time by applicable laws of the State for deposit or purchase by the Issuer for the temporary investment of its funds.

"Authorized Issuer Officer" shall mean the Chairman of the Board of County Commissioners of the Issuer, or his designee, and when used in reference to any act or document also means any other person authorized by resolution of the Issuer to perform such act or sign such document.

"Board" shall mean the Board of County Commissioners of the Issuer.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A., or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bondholder" or "Holder" or "holder" or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer. Compass Bank is the initial Bondholder.

"Bond" or "Bonds" shall mean the Issuer's Gas Tax Revenue Bonds, Series 2011, issued pursuant to this Resolution.

"Business Day" shall mean any day other than (1) a Saturday or Sunday or a legal holiday on which banking institutions in the State are located are required or authorized by law to remain closed or (2) a day on which the New York Stock Exchange is closed.

"Chairman" shall mean the Chairman of the Board of County Commissioners of the Issuer, and such other person as may be duly authorized to act on his or her behalf.

"Clerk" shall mean the Clerk of the Circuit Court and Ex-officio Clerk of the Board of County Commissioners of the Issuer, and such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations, procedures and rules thereunder in effect or proposed.

"Cost" when used in connection with the Project, shall mean (1) the Issuer's cost of physical construction; (2) costs of acquisition by or for the Issuer of the Project; (3) costs of land and interest therein and the cost of the Issuer incidental to such acquisition; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the Project during the period of construction of such Project and for a reasonable period subsequent to completion of construction; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses of the financing incurred during the construction period for such Project, including audits, fees and expenses of any paying agent, registrar, credit bank or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any interim or temporary indebtedness incurred for such Project during the period of construction; (9) costs of machinery, equipment, supplies and spare parts required by the Issuer for the commencement of operation of such Project; and (10) any other costs properly attributable to such construction or acquisition, as determined by generally accepted accounting principles applicable to such Project, and shall include reimbursement to the Issuer for any such items of Cost paid by the Issuer prior to issuance of the Bonds or other obligations issued to finance such Project.

"Debt Service Fund" shall mean the Alachua County, Florida Gas Tax Revenue Bonds, Series 2011 Debt Service Fund established pursuant to Section 4.03 hereof.

"Default Rate" shall mean 12% per annum.

"Defeasance Obligations" shall mean (1) cash, (2) direct, noncallable obligations of the United States of America ("Government Obligations"), or (3) evidences of ownership of proportionate interests in future interest and principal payments on Government Obligations held by a bank or trust company or custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

"Event of Default" shall mean any Event of Default specified in Section 6.01 of this Resolution.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Gas Tax" shall mean the five-cent per gallon tax on motor fuel imposed pursuant to Section 336.025(1)(b), Florida Statutes and the Ordinance, and distributed to the Issuer.

"Gas Tax Revenues" shall mean the revenues derived by the Issuer from the Gas Tax.

"Initial Project" shall mean the acquisition and construction of certain road improvements within Alachua County as more particularly described in Exhibit A attached hereto and made a part hereof, including, without limitation, the acquisition of all property rights, appurtenances, easements and franchises relating thereto, with such changes, deletions, additions or modifications as approved by the Board of County Commissioners of the Issuer in accordance with the Act.

"Issuer" or **"County"** shall mean Alachua County, Florida.

"Maximum Annual Debt Service Requirement" for any indebtedness shall mean the largest aggregate amount in any Fiscal Year, excluding all Fiscal Years which shall have ended prior to the Fiscal Year in which the Maximum Annual Debt Service shall at any time be computed, of the Annual Debt Service.

"Ordinance" shall mean Ordinance 07-08 of the Issuer, enacted June 19, 2007, authorizing the imposition of the Gas Tax.

"Outstanding," when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except (1) any Bond in lieu of which another Bond or other Bonds have been issued under agreement to replace lost, stolen, mutilated or destroyed Bonds under Section 2.04 hereof, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Section 2.05 hereof, (3) Bonds deemed to have been paid pursuant to Section 8.01 hereof, and (4) Bonds canceled after purchase by the Issuer in the open market or because of payment at or redemption prior to maturity.

"Payment Account" shall mean the separate account of the Debt Service Fund established pursuant to Section 4.03 hereof.

"Payment Date" shall mean the dates for payment of principal and/or interest on the Bonds as provided in Section 2.01 hereof.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Funds" shall mean (1) the Gas Tax Revenues, and (2) until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the funds and accounts established hereunder, other than the Rebate Fund.

"Project" shall mean, collectively, the Initial Project and any Additional Project.

"Project Fund" shall mean the fund by that name established pursuant to Section 4.03 hereof.

"Rebate Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.03 hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution, plus accrued interest through the date of payment.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Revenue Fund" shall mean the Revenue Fund established pursuant to Section 4.03 hereof.

"State" shall mean the State of Florida.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution enacted and becoming effective in accordance with the terms of Sections 7.01 or 7.02 hereof.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term and "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds, and shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Bonds. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Bonds. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

- (A) The Pledged Funds are not pledged or encumbered in any manner.
- (B) The acquisition and construction of the Project is advantageous and beneficial to the citizens of Alachua County.
- (C) There is hereby authorized the acquisition and construction of the Initial Project, all in the manner as provided by this Resolution.
- (D) The estimated Pledged Funds will be sufficient to pay the principal of and interest on the Bonds to be issued pursuant to this Resolution, as the same become due, and all other payments provided for in this Resolution.
- (E) The principal of and interest on the Bonds to be issued pursuant to this Resolution, and all other payments provided for in this Resolution will be paid solely from the Pledged Funds; and the ad valorem taxing power of the Issuer will never be necessary or authorized to pay the principal of and interest on the Bonds to be issued pursuant to this Resolution and, except as otherwise provided herein, the Bonds shall not constitute a lien or encumbrance upon any property of the Issuer, including the Project.

(F) Due to the present volatility of the market for tax-exempt obligations such as the Bonds and the complexity of the transactions relating to such Bonds, it is in the best interest of the Issuer to sell the Bonds by a negotiated sale, allowing the Issuer to enter the market at the most advantageous time and conditions, thereby permitting the Issuer to obtain the best possible price and interest rate for the Bonds. The Issuer acknowledges the receipt of the information required by Section 218.385, Florida Statutes, in connection with the negotiated sale of the Bonds is a precondition to the sale of the Bonds. A copy of the disclosure statement provided by the Bondholder of the Bonds containing the aforementioned information has been provided under separate cover to the Issuer.

SECTION 1.05. AUTHORIZATION OF INITIAL PROJECT AND REIMBURSEMENT FOR COST OF INITIAL PROJECT. The Issuer hereby authorizes the improvements of the Initial Project and the reimbursement to the Issuer of the Costs incurred by the Issuer for improvements of the Initial Project.

SECTION 1.06. DESIGNATION FOR BANK QUALIFICATION. The Issuer does hereby designate the Bonds as "qualified tax-exempt obligations," in that the Issuer does not expect to issue tax-exempt obligations, including the Bonds, in an aggregate principal amount in excess of \$10,000,000 in calendar year 2011.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.01. AUTHORIZATION AND DESCRIPTION OF BONDS. This Resolution creates an issue of bonds of the Issuer to be designated as "Alachua County, Florida, Gas Tax Revenue Bonds, Series 2011," issued in the aggregate principal amount of \$9,500,000. The Bonds are issued for the principal purposes of paying the costs of and reimbursing the County for costs incurred for the improvements of the Project and paying certain costs of issuance incurred with respect to the Bonds.

The Bonds shall be in the form of one registered Bond in the principal amount of \$9,500,000, which shall be dated June 16, 2011 and mature on February 1, 2019, shall be issued in fully registered form and shall bear interest from June 16, 2011. The Bonds shall be issued in the denomination of the initial principal amount thereof, or in such lesser amount resulting from a partial redemption thereof. The Bonds shall be payable as to interest and principal by check or draft of the Clerk of the Circuit Court, ex officio Clerk of the Board of County Commissioners, mailed to the owner of record thereof, as such owner shall appear on the registration books of the Issuer on the 15th day of the month prior to such Payment Date. Unless notice is otherwise provided to the Issuer, the wiring and mailing addresses for Compass Bank shall be:

Wiring instructions:

ABA 113010547

Account G/L 90124099

BBVA Compass Bank

Austin, Texas

Attention: Susan Boswell/Nancy Allen 512-421-6901

For further credit to: Alachua County, Florida

Mailing:

BBVA Compass Bank

P.O. Box 1190

Leander, Texas 78646

Attention: Susan Boswell/Nancy Allen

Upon the final payment of principal of the Bonds, the original Bonds shall be returned to the Clerk for cancellation. Principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, on the date of payment, are legal tender for the payment of public and private debts.

Interest on the Bonds shall accrue to the maturity date thereof at the rate of 2.20% per annum, subject to adjustment as provided in Section 2.07 hereof. Interest on the Bonds shall be payable on each February 1 and August 1 commencing on August 1, 2011, and calculated based upon a 30-day

month/360-day year. Principal on the Bonds shall be payable on February 1 of each year, commencing on February 1, 2012, in the amounts set forth below, with final maturity on February 1, 2019:

<u>Year</u> <u>(February 1)</u>	<u>Principal</u> <u>Amount</u>
2012	\$ 724,000
2013	\$1,173,000
2014	\$1,199,000
2015	\$1,226,000
2016	\$1,253,000
2017	\$1,280,000
2018	\$1,308,000
2019	\$1,337,000

The Issuer also agrees to pay to the Bondholders a late charge on any scheduled payment of principal of and, to the extent legally enforceable, interest on, the Bonds that shall not have been paid by the tenth (10th) day following the date such scheduled payment is due and payable, in an amount equal to five percent (5%) of such scheduled payment. The fee is not a penalty, but liquidated damages to defray administrative and related expenses due to such late payment. The fee shall be immediately due and payable and shall be paid by the Issuer to the Bondholders without notice or demand. This provision for a fee is not and shall not be deemed a grace period, and the Bondholders have no obligation to accept a late payment. Further, the acceptance of a late payment shall not constitute a waiver of any default then existing or thereafter arising under the Bonds. The foregoing right to a late charge is in addition to, and not in limitation of, any other rights which the Bondholders may have upon the Issuer's failure to make a timely payment.

From and after the maturity date of any or all of the Bonds (deposit of moneys for the payment of the principal and interest on such Bonds having been made by the Issuer with the Clerk), notwithstanding that the Bonds shall not have been surrendered for cancellation, no further interest shall accrue upon the principal or upon the interest which shall have accrued and shall then be due on such date, and such Bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and the Holders of such Bonds shall have no rights in respect of the Bonds except to receive payment of such principal and unpaid interest accrued to the maturity date.

SECTION 2.02. APPLICATION OF BOND PROCEEDS.

The proceeds derived from the sale of the Bonds shall, simultaneously with the delivery of the Bonds to the purchaser or purchasers thereof, be applied by the Issuer as follows:

- (i) An amount of the Bond proceeds shall be applied to the payment of costs and expenses relating to the issuance of the Bonds.

(ii) The balance of the Bond proceeds shall be deposited to the Project Fund established hereby and applied to pay the Costs of the Initial Project.

SECTION 2.03. EXECUTION OF BONDS. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Chairman and the Clerk and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

SECTION 2.04. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer proof of his ownership thereof and indemnity satisfactory to the Issuer, and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. All Bonds so surrendered or otherwise substituted shall be canceled by the Clerk. If any of the Bonds shall have matured or been called for redemption or be about to mature or be called for redemption, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.04 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the security granted hereby to the same extent as all other Bonds issued hereunder.

SECTION 2.05. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER. Bonds, upon surrender thereof at the office of the Clerk with a written instrument of transfer satisfactory to the Clerk, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the office of the Clerk, books for the registration of transfer of the Bonds.

The transfer of any Bond shall be registered only upon the books of the Issuer, at the office of the Clerk, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Clerk duly executed by the Holder or his duly authorized attorney with signature guaranteed. Upon the registration or transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity as the surrendered Bond.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered, the Issuer shall execute and authenticate and deliver such Bonds in accordance with the provisions of this Resolution. For every such exchange or registration of transfer, the Issuer may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or registration of transfer. The Issuer shall not be obligated to make any such exchange or registration of transfer of Bonds during the fifteen (15) days next preceding a Payment Date on the Bonds, or, in the case of any proposed redemption of Bonds, then, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and, in the case of the Bonds called for redemption, continuing until such redemption date.

SECTION 2.06. FORM OF BONDS. (A) The text of the Bonds shall be in substantially the following form with such omissions, insertions and variations, as may be necessary and/or desirable and approved by the Chairman prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by such officer's execution of the Bonds and the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

UNITED STATES OF AMERICA
STATE OF FLORIDA
ALACHUA COUNTY, FLORIDA
GAS TAX REVENUE BOND
SERIES 2011

KNOW ALL MEN BY THESE PRESENTS that Alachua County, Florida (the "Issuer"), for value received, hereby promises to pay, in the manner provided herein, to Compass Bank (the "Registered Owner"), as registered owner, or registered assigns, the principal sum of

NINE MILLION FIVE HUNDRED THOUSAND DOLLARS

and to pay interest on the unpaid balance thereof from the date hereof. Interest shall be payable on the dates set forth below, at an annual rate equal to 2.20% per annum, computed based on a 30-day month/360-day year; provided, however, that installments of principal hereunder and unpaid accrued interest thereon not paid when due shall bear interest (to the extent legally enforceable) at the Default Rate (as defined in the Resolution referenced below) until paid. Interest on this Bond shall be payable on each February 1 and August 1, commencing August 1, 2011. The principal of this Bond shall be payable on February 1 of each year, commencing on February 1, 2012, in the amounts set forth below (which amounts shall be adjusted as provided in the Resolution upon any optional redemption hereof), with final maturity on February 1, 2019:

<u>Year</u> <u>(February 1)</u>	<u>Principal</u> <u>Amount</u>
2012	\$ 724,000
2013	\$1,173,000
2014	\$1,199,000
2015	\$1,226,000
2016	\$1,253,000
2017	\$1,280,000
2018	\$1,308,000
2019	\$1,337,000

The Issuer also agrees to pay to the Registered Owner a late charge on any scheduled payment of principal of and, to the extent legally enforceable, interest on, this Bond that shall not have been paid by the tenth (10th) day following the date such scheduled payment is due and payable, in an amount equal to five percent (5%) of such scheduled payment. The fee is not a penalty, but liquidated damages to defray administrative and related expenses due to such late payment. The fee shall be

immediately due and payable and shall be paid by the Issuer to the Bondholders without notice or demand. This provision for a fee is not and shall not be deemed a grace period, and the Bondholders have no obligation to accept a late payment. Further, the acceptance of a late payment shall not constitute a waiver of any default then existing or thereafter arising under the Bonds. The foregoing right to a late charge is in addition to, and not in limitation of, any other rights which the Bondholders may have upon the Issuer's failure to make a timely payment.

In the event of a determination that the interest income on this Bond is not excluded from gross income under Section 103 of the Code, this Bond or the affected portions will become immediately due and payable, or, at the option of Registered Owner remain outstanding and bear interest at the Taxable Rate (defined below). If the interest on this Bond becomes partially taxable, the interest deduction available to the Registered Owner is reduced or limited because the federal income tax deduction for state income taxes paid on the interest payments received on the indebtedness during any period is reduced because of any change in the tax laws or regulations, this Bond becomes subject to a minimum tax or alternative minimum tax; the Bonds no longer constitute "qualified tax-exempt obligations" under Section 265(b)(3) of the Code; or the economic tax advantage of the loan evidenced by this Bond is otherwise altered by a change in the tax laws, then the interest rate on this Bond will be adjusted to indemnify the Registered Owner for the additional tax cost in an amount necessary to give to the Registered Owner an after tax yield equal to the loan yield before the tax law change. If the corporate tax rate changes, then the interest rate on this Bond will be adjusted to give to the Registered Owner an after tax yield equal to the loan yield before the corporate tax law change. The adjusted interest rate as described in the immediately preceding two sentences shall collectively be referred to as the "Taxable Rate."

Both principal of and interest on this Bond are payable in lawful money of the United States of America by check or draft of the Clerk of the Circuit Court, ex officio Clerk of the Board of County Commissioners of the Issuer to the owner of record as such owner shall appear in the registration books of the Issuer on the 15th day of the month prior to such payment date. The final payment of principal of and interest on the Bonds shall be payable, upon presentation, at the office of the Clerk of the Circuit Court, ex officio Clerk of the Board of County Commissioners of the Issuer. If a payment date for this Bond is not a Business Day (as defined in the Resolution referenced below), such payment date shall be the next succeeding business day.

This Bond is issued for the principal purpose of providing moneys to finance the cost of the Project (as defined in the Resolution referred to below), under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Section 125.01, et seq., Florida Statutes, Section 336.025(1)(b), Florida Statutes, and other applicable provisions of law (the "Act"), Ordinance No. 07-08 of the Issuer, enacted June 19, 2007, and Resolution No. _____, adopted by the Board of County Commissioners of the Issuer on June 14, 2011 (the "Resolution") and is subject to all the terms and conditions of the Resolution.

This Bond and the interest hereon are payable solely from and secured by a lien upon and a pledge of (1) the Gas Tax Revenues (as defined in the Resolution), and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in

certain of the funds and accounts established by the Resolution, all in the manner and to the extent described in the Resolution (collectively, the "Pledged Funds").

It is expressly agreed by the Registered Holder of this Bond that the full faith and credit of the Issuer, the State of Florida, or any political subdivision thereof is not pledged to the payment of the principal of, premium, if any, and interest on this Bond and that such Holder shall never have the right to require or compel the exercise of any taxing power of the Issuer, the State of Florida, or any political subdivision thereof, to the payment of such principal, premium, if any, and interest. This Bond and the obligation evidenced hereby shall not constitute a lien upon any property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledge Funds.

Neither the members of the Board of County Commissioners of the Issuer nor the Chairman nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

The transfer of this Bond is registrable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the principal office of the Clerk by the registered owner hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Clerk duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in fully registered form in the denomination of \$9,500,000 (or such lesser amount resulting from a partial redemption of the Bonds). The Issuer and any paying agent may treat the registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Bonds are subject to optional redemption prior to their stated date of maturity, in whole or in part at any time upon 10 Business Days' prior written notice to the registered owners thereof, at a price of par plus accrued interest to the redemption, plus the "Breakage Fee" as set forth in the Resolution; provided, that any redemption occurring after June 15, 2015 may be at a price of par plus accrued interest and without payment of the Breakage Fee, as long as the funds used to effectuate such prepayment are internally generated and not proceeds from another bond or loan transaction. The Bonds are subject to mandatory redemption as described in Section 3.01(A) of the Resolution. Any partial redemption of a Bond shall adjust pro rata the scheduled payments of principal on such Bond.

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Bond, the nature, manner and extent of enforcement of such pledge and covenants and the rights, duties, immunities and obligations of the Issuer.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and

have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond does not violate any constitutional or statutory limitations or provisions.

IN WITNESS WHEREOF, the Board of County Commissioners of Alachua County, Florida has issued this Bond and has caused the same to be executed by the manual or facsimile signature of its Chairman, its official seal or a facsimile thereof to be affixed or reproduced hereon, and countersigned and attested to by the manual or facsimile signature of its Clerk, all as of the 16th day of June, 2011.

ALACHUA COUNTY, FLORIDA

(SEAL)



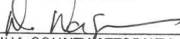
Chairman

ATTESTED AND COUNTERSIGNED:



Clerk

APPROVED AS TO FORM



ALACHUA COUNTY ATTORNEY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Insert Social Security or Other Identifying Number of Assignee

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

SCHEDULE OF PARTIAL REDEMPTIONS

[illegible]

SECTION 2.07. TAXABLE RATE. (A) In the event of a determination that the interest income on the Bonds is not excluded from gross income under Section 103 of the Code, the Bonds or the affected portions will become immediately due and payable, or, at the option of the Bondholders remain outstanding and bear interest at the Taxable Rate (defined below). If the interest on the Bonds becomes partially taxable, the interest deduction available to the Bondholders is reduced or limited because the federal income tax deduction for state income taxes paid on the interest payments received on the indebtedness during any period is reduced because of any change in the tax laws or regulations, the Bonds become subject to a minimum tax or alternative minimum tax; the Bonds no longer constitute "qualified tax-exempt obligations" under Section 265(b)(3) of the Code; or the economic tax advantage of the loan evidenced by the Bonds is otherwise altered by a change in the tax laws, then the interest rate on the Bonds will be adjusted to indemnify the Bondholders for the additional tax cost in an amount necessary to give to the Bondholders an after tax yield equal to the loan yield before the tax law change. If the corporate tax rate changes, then the interest rate on the Bonds will be adjusted to give to the Bondholders an after tax yield equal to the loan yield before the corporate tax law change. The adjusted interest rate as described in the immediately preceding two sentences shall collectively be referred to as the "Taxable Rate."

(B) If any adjustments made to the interest rate on the Bonds pursuant to the terms of this Section shall cause such interest rate to be in violation of the maximum interest rate provisions of Section 215.84, Florida Statutes, the Bonds shall be subject to mandatory redemption within 30 days thereof, upon notice from Bondholder or its assigns to redeem the Bonds.

ARTICLE III

REDEMPTION OF BONDS

SECTION 3.01. REDEMPTION. (A) The Bonds are subject to mandatory redemption prior to maturity as described in Section 2.07(B) hereof, at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, plus the "Breakage Fee" as set forth in Exhibit B attached hereto.

(B) The Bonds shall be subject to optional redemption at any time, in whole or in part, and if in part in such manner as may be designated by the Issuer, upon 10 Business Days' prior written notice by the Issuer to the Bondholders, at a price equal to 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date, plus the "Breakage Fee" as set forth in Exhibit B attached hereto; provided, that any such redemption occurring after June 15, 2015 may be at a price of par plus accrued interest and without payment of the Breakage Fee, as long as the funds used to effectuate such prepayment are internally generated and not proceeds from another bond or loan transaction.

SECTION 3.02. NOTICE OF REDEMPTION. Except as otherwise provided herein, notice of any redemption, which shall specify the Bond or Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be mailed first class, postage prepaid, at least ten (10) Business Days prior to the redemption date to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books kept by the Clerk.

SECTION 3.03. REDEMPTION OF PORTIONS OF BONDS. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Clerk duly executed by, the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Clerk shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered or, at the option of the Issuer be presented by the Bondholder to the Clerk and the partial redemption noted on the schedule attached thereto. Any partial redemption of a Bond shall adjust pro-rata the scheduled payments of principal on such Bond.

SECTION 3.04. PAYMENT OF REDEEMED BONDS. Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

SECTION 3.05. PURCHASE OF BONDS BY ISSUER. Any Bonds purchased by the Issuer shall be canceled.

ARTICLE IV

SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF

SECTION 4.01. BONDS NOT TO BE INDEBTEDNESS OF ISSUER. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Funds in accordance with the terms of this Resolution. No Holder of any Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond, or be entitled to payment of such Bond from any moneys of the Issuer, except from the Pledged Funds in the manner and to the extent provided herein.

The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

SECTION 4.02. SECURITY FOR BONDS. The payment of the principal or of Redemption Price, if applicable, and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds. The Issuer does hereby irrevocably pledge the Pledged Funds to the payment of the principal or of Redemption Price, if applicable, and interest on the Bonds in accordance with the provisions hereof.

SECTION 4.03. FUNDS AND ACCOUNTS. The Issuer covenants and agrees to establish special funds to be known as the "Alachua County, Florida Gas Tax Revenue Bonds, Series 2011 Project Fund," "Alachua County, Florida Gas Tax Revenue Bonds, Series 2011 Revenue Fund" and the "Alachua County, Florida Gas Tax Revenue Bonds, Series 2011 Debt Service Fund." The Issuer shall maintain in the Debt Service Fund two accounts: "the "Payment Account" and the "Rebate Account." Moneys in the aforementioned funds and accounts (other than moneys on deposit in the Rebate Account), until applied in accordance with the provisions hereof, shall be held in trust for and be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

SECTION 4.04. PROJECT FUND. The Issuer covenants and agrees to establish a separate fund in a bank or trust company in the State of Florida, which is eligible under the laws of such State to receive funds of the Issuer, to be known as the "Alachua County, Florida Gas Tax Revenue Bonds, Series 2011 Project Fund," which shall be used only for payment of the Cost of the Project. Moneys in the Project Fund, until applied in payment of any item of the Cost of a Project in the manner hereinafter provided, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

The Issuer shall establish within the Project Fund a separate account for the Initial Project and each Additional Project, the Cost of which is to be paid in whole or in part out of the Project Fund.

The Issuer is hereby authorized to make disbursements from the Project Fund to pay the Cost of a Project. The Issuer shall authorize such disbursement only upon receipt of a requisition signed by the Authorized Issuer Officer stating (1) the requisition number, (2) the name and address of the person to whom the payment is to be made, (3) the amount to be paid, (4) the purpose on account of which the payment is to be made, showing the total amount to be paid, any amount previously paid, and the unpaid balance, (5) that the amount to be paid was properly incurred and is a proper charge against the Project Fund, and (6) that the amount requisitioned is due and unpaid.

The Issuer covenants and agrees to commence and proceed with completion of the Project with due diligence.

All income derived from investment of moneys in the Project Fund shall be retained in the Project Fund. The date of completion of the Project shall be determined by the Authorized Issuer Officer who shall certify such fact in writing to the Board.

SECTION 4.05. FLOW OF FUNDS. All Gas Tax Revenues shall be paid into the Revenue Fund, and be disbursed therefrom into the following funds as set forth below:

(1) The Issuer shall deposit from the Revenue Fund into the Rebate Account such amounts required to be rebated to the United States Treasury are on deposit. The Issuer covenants to retain a rebate consultant to calculate the Rebate Amount. Money in the Rebate Account shall be withdrawn exclusively to pay to the United States Treasury amounts required by applicable laws and regulations.

(2) Next, the Issuer shall deposit from the Revenue Fund into the Payment Account of the Debt Service Fund such amounts until the amount on deposit in such fund is sufficient to satisfy the principal and interest payments on the Bonds coming due on the next two succeeding Payment Dates. Money on deposit in this Fund shall be withdrawn as and when needed solely for the purpose of paying such principal and interest.

(3) The balance of any amounts remaining in the Revenue Fund after the foregoing deposits may be used for any lawful purpose of the Issuer.

SECTION 4.06. REBATE ACCOUNT. Amounts on deposit in the Rebate Account shall be held in trust by the Issuer and used solely to make required rebates to the United States and the Bondholders shall have no right to have the same applied for debt service on the Bonds. The Issuer agrees to undertake all actions required of it in its Certificate as to Arbitrage and Certain Other Tax Matters, dated the date of issuance of the Bonds, relating to the Bonds, as well as any successor Certificate thereto, including, but not limited to:

(A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Account;

(B) depositing the amount determined in clause (A) above in the Rebate Account;

(C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Account and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(D) keeping such records of the determinations made pursuant to this Section 4.06 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with "gross proceeds" of the Bonds (as defined in the Code).

The provisions of the above-described Certificate as to Arbitrage and Certain Other Tax Matters may be amended from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

SECTION 4.07. INVESTMENTS. The Project Fund, the Revenue Fund and the Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in the Project Fund, the Revenue Fund and the Debt Service Fund may be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed. Any and all income received by the Issuer from the investment of moneys in any fund or account established hereby shall be retained in such respective fund or account. All investments shall be valued at amortized cost.

Nothing contained in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

SECTION 4.08. SEPARATE ACCOUNTS. The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single bank account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

ARTICLE V

COVENANTS OF THE ISSUER

SECTION 5.01. BOOKS AND RECORDS. The Issuer will keep books and records of the (i) funds and accounts established hereunder, and (ii) receipt of the Gas Tax Revenues, in accordance with generally accepted governmental accounting principles, and the Holder or Holders of Bonds shall have the right at all reasonable times to inspect the records, accounts and data of the Issuer relating thereto.

SECTION 5.02. ISSUANCE OF ADDITIONAL OBLIGATIONS. Except for the Bonds and any Additional Parity Debt issued as described below, the Issuer will not issue or consent to the issuance of any other obligations, except under the conditions and in the manner provided herein, payable from the Pledged Funds or any portion thereof, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge, having priority to or being on a parity with the lien of the Bonds and the interest thereon, upon the Pledged Funds. Any other obligations issued by the Issuer in addition to the Bonds or Additional Parity Debt provided for in Section 5.03 below, payable from the Pledged Funds, shall contain an express statement that such obligations are junior and subordinate in all respects to the Bonds herein authorized, as to lien on and source and security for payment from the Pledged Funds.

SECTION 5.03. ISSUANCE OF ADDITIONAL PARITY DEBT. No Additional Parity Debt, payable on a parity from the Gas Tax Revenues with the Bonds, shall be issued after the issuance of the Bonds, except for the construction and acquisition of capital projects of the Issuer or for refunding purposes and except upon the conditions and in the manner herein provided:

(1) There shall have been obtained and filed with the Clerk of the Issuer a certificate of an independent certified public accountant of suitable experience and responsibility: (a) stating that the books and records of the Issuer relating to the collection and receipt of Gas Tax Revenues have been audited by him; (b) setting forth the amount of Gas Tax Revenues, as defined herein, received by the Issuer for the most recent twelve-month period for which audited financial statements have been prepared immediately preceding the date of delivery of such Additional Parity Debt with respect to which the certificate is made; (c) stating that the Gas Tax Revenues received by the Issuer for such twelve month period equal at least 1.30 times the Maximum Annual Debt Service Requirement on (i) all Bonds, and all Additional Parity Debt, if any, then outstanding and (ii) the Additional Parity Debt with respect to which the certificate is made.

(2) The Issuer shall not be in default in performing any of the covenants and obligations assumed hereunder, and all payments herein required to have been made to the accounts and funds, as provided hereunder, shall have been made to the full extent required.

(3) The provisions of paragraph (1) of this Section 5.03 shall not be applicable to the issuance of any series of Additional Parity Debt issued to refund outstanding Bonds or Additional Parity Debt, provided that, for each year in which Bonds or Additional Parity Debt

(other than the Additional Parity Debt to be issued) are outstanding, the Annual Debt Service Requirement with respect to the Bonds and Additional Parity Debt outstanding immediately following the issuance of such new Additional Parity Debt shall not exceed the Annual Debt Service Requirement for such year with respect to the Bonds and Additional Parity Debt outstanding immediately prior to the issuance of such Additional Parity Debt.

SECTION 5.04. ANNUAL AUDIT. The Issuer shall, immediately after the close of each Fiscal Year, cause the financial statements of the Issuer to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. The annual financial statements shall be prepared in conformity with generally accepted accounting principles. A copy of the comprehensive annual financial report of the Issuer, including the audited financial statements, for each Fiscal Year shall be furnished no later than 270 days after the end of such Fiscal Year to the Bondholders.

SECTION 5.05. FEDERAL INCOME TAX COVENANTS. The Issuer covenants with the Holders of the Bonds that it shall not use the proceeds of such Bonds in any manner which would cause the interest on such Bonds to be included in gross income for purposes of federal income taxation to the extent not otherwise included therein on the date of issuance of the Bonds.

The Issuer covenants with the Holders of the Bonds that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on such Bonds to be included in gross income for purposes of federal income taxation.

The Issuer hereby covenants with the Holders of the Bonds that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the United States Treasury pursuant to the Code.

Notwithstanding any other provision of this Resolution, the obligation of the Issuer to pay the rebates to the United States of America as provided in Section 4.06 hereof and to comply with the requirements of this Section 5.05 shall survive the defeasance and payment in full of the Bonds.

SECTION 5.06. ANNUAL BUDGET; OTHER INFORMATION. The Issuer shall adopt an annual budget as required by law. The Issuer hereby covenants to provide to each Bondholder a copy of its annual budget within 30 days of the adoption thereof, together with any other information reasonable requested by said Bondholders.

SECTION 5.07. NO IMPAIRMENT. The pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Board of County Commissioners.

SECTION 5.08. COLLECTION OF GAS TAX REVENUES. The Issuer covenants to do all things necessary on its part to maintain its eligibility to participate in the distribution of the Gas Tax Revenues required by the Act. The Issuer will proceed diligently to perform legally and effectively all steps required on its part in the levy and collection of Gas Tax Revenues and shall exercise all legally available remedies to enforce such collections now or hereafter available under State law.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. EVENTS OF DEFAULT. The following events shall each constitute "Events of Default" and the term "Event of Default" means, whenever used in this Resolution, any one or more of the following events, and the term "Default" shall mean the occurrence of any such event whether or not any required notice has been given or cure period has expired:

(A) Default shall be made in the payment of the principal of, redemption premium, if any, or interest on any Bond, when due.

(B) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty (30) days after written notice of such default shall have been received from the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, and provided that no such grace period shall exceed sixty (60) days, the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

(C) An Act of Bankruptcy shall have occurred with respect to the Issuer.

(D) Any warranty, representation or other statement by the Issuer or by an officer or agent of the Issuer contained in this Resolution or in any instrument furnished in compliance with or in reference to this Resolution is false or misleading in any material adverse respect.

(E) Any debt of or assumed by the Issuer (i) is not paid when due nor within any applicable grace period in any agreement or instrument relating to such debt, (ii) becomes due and payable before its normal maturity by reason of a default or event of default, however described, or (iii) becomes subject to a moratorium.

Notice of any Default or Event of Default by the Issuer hereunder shall be given within ten (10) days to the Bondholders.

SECTION 6.02. REMEDIES. Whenever any Event of Default referred to in Section 6.01 hereof shall have happened and be continuing, the Bondholder or its assigns may take one or any combination of the following remedial steps:

(a) Have reasonable access to and inspect, examine and make copies of the books and records and any and all accounts and data of the Issuer during regular business hours; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce and compel performance and observance of any obligation, agreement or covenant of the Issuer under this Resolution or any duties required by applicable laws to be performed by the Issuer, its Board of County Commissioners or any officer thereof, and may take all steps to enforce this Resolution to the full extent permitted or authorized by the laws of the State of Florida or the United States of America.

In addition, upon the occurrence of an Event of Default described in Section 6.01(C) above, and upon the occurrence of any other Event of Default and 30 days written notice to the Issuer by the Bondholders, the principal of and interest on the Bonds shall immediately become due and payable. Any such acceleration of the Bonds as described in the immediately preceding sentence shall be subject to the "Breakage Fee" as set forth in Exhibit B attached hereto.

SECTION 6.03. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any remedial action is discontinued or abandoned, the Bondholders shall be restored to their former position.

SECTION 6.04. WAIVER OF DEFAULT. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article VI to the Bondholders may be exercised from time to time, and as often as may be deemed expedient. In order to enable the Bondholders to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required.

SECTION 6.05. EXPENSES UPON EVENT OF DEFAULT. If a Default occurs, the Issuer shall pay, but only from lawfully available funds, expenses and fees (including reasonable attorney's fees) of collection, whether suit be brought or not, including reasonable attorney's fees incurred in negotiations, at administrative hearings, and at the trial and appellate levels. In addition, the Issuer shall pay, but only from lawfully available funds, all of the expenses and fees (including reasonable attorney's fees) incurred in determining or enforcing its rights under this Resolution or the Bonds.

ARTICLE VII

SUPPLEMENTAL RESOLUTIONS

SECTION 7.01. SUPPLEMENTAL RESOLUTION WITHOUT BONDHOLDERS' CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolution shall thereafter form a part hereof) for any of the following purposes:

(A) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(B) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(C) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(D) To achieve compliance with any applicable federal securities law or with the Code and applicable regulations thereunder.

(E) To effectuate the issuance of Additional Bonds pursuant to Section 5.03 hereof.

Notwithstanding the foregoing, such Supplemental Resolutions (other than as described in Section 7.01(E) above) shall not become effective during the time that Compass Bank or an affiliate, subsidiary or parent of Compass Bank owns any Bond, without the consent of such Bondholder.

SECTION 7.02. SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS' CONSENT. Subject to the terms and provisions contained in this Section 7.02 and Section 7.01 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution other than in this Section 7.02 to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolution or Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 7.02. No Supplemental Resolution may be approved or adopted which shall permit or require (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) a preference or priority of any Bond

or Bonds over any other Bond or Bonds, or (D) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Resolution as authorized in Section 7.01 hereof.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 7.02, the Clerk shall give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Clerk for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 7.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 7.02.

Whenever the Issuer shall deliver to the Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 7.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. DEFEASANCE. If the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then all covenants, agreements and other obligations of the Issuer to the Bondholders shall thereupon cease, terminate and become void and be discharged and satisfied.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section 8.01 if (A) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, (B) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Defeasance Obligations, which in either case shall be verified by an independent certified public accountant to be in such amount that the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such banking institution or trust company at the same time shall be sufficient to pay the principal of or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (C) the Issuer shall receive an opinion of Bond Counsel to the effect that the refunded Bonds are defeased in accordance with this Section 8.01 and, therefore, are no longer Outstanding under this Resolution. Except as hereafter provided, neither the Defeasance Obligations nor any moneys so deposited with such banking institution or trust company nor any moneys received by such banking institution or trust company on account of principal of or Redemption Price, if applicable, or interest on said Defeasance Obligations shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price, if applicable, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption; provided, however, the Issuer may substitute new Defeasance Obligations and moneys for the deposited Defeasance Obligations and moneys if the new Defeasance Obligations and moneys are verified by an independent certified public accountant as being sufficient to pay the principal of or Redemption Price, if applicable, and interest on the refunded Bonds.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

SECTION 8.02. SALE OF BONDS. The Bonds shall be sold to Compass Bank at a price of par, and the Chairman and Clerk are authorized and directed to execute any purchase contract or commitment letter and deliver the same to Compass Bank.

SECTION 8.03. VALIDATION AUTHORIZED. To the extent deemed necessary or desirable by Bond Counsel, Bond Counsel is authorized to institute appropriate proceedings for validation of the Bonds pursuant to Chapter 75, Florida Statutes.

SECTION 8.04. WAIVER OF JURY TRIAL. To the extent permitted by applicable law, each of the Issuer and the Holders of the Bonds, knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with this Resolution, the Bonds or any agreement contemplated to be executed in connection with this Resolution, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto. This provision is a material inducement to the Holders of the Bonds to purchase the Bonds.

SECTION 8.04. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 8.05. REPEAL OF INCONSISTENT RESOLUTIONS. All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 8.06. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Alachua County, Florida this 14th day of June, 2011.

ALACHUA COUNTY, FLORIDA

(SEAL)



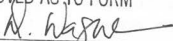
Chairman, Board of County Commissioners

ATTEST:



Clerk of the Circuit Court and
Ex-officio Clerk of the Board of
County Commissioners

APPROVED AS TO FORM



ALACHUA COUNTY ATTORNEY

EXHIBIT A

INITIAL PROJECT

The acquisition and construction of certain transportation projects in and for Alachua County, Florida, including in particular bicycle and pedestrian facilities, unpaved road alternative surface treatments, and resurfacing and or improving such roadways, as approved or modified by the Board of County Commissioners, including the following:

- i. NW 16th and 23rd Avenues
- ii. SW 63rd Blvd. and SW 62nd Avenue
- iii. NW County Road 235
- iv. NW 43rd Street
- v. NW County Road 231

EXHIBIT B

If the Issuer makes any partial or full prepayment of the outstanding principal balance on the Bonds, unless otherwise specified in Section 3.01(B) of the Resolution, the Issuer shall pay to the Bondholders a prepayment premium equal to the Annual Yield Differential (as defined below) multiplied by the Percent Being Prepaid (as defined below), multiplied by the Average Remaining Outstanding Principal Amount prepaid (as defined below) multiplied by the number of days from the date the Bondholders received the prepayment (the "Prepayment Date") through the date on which the final payment is due (the "Maturity Date"), divided by 360.

The "Annual Yield Differential" is the difference (but not less than zero) between the U.S. Treasury yield (from the Federal Reserve daily H.15 report) on the maturity closest to the final maturity of the note at origination, and the U.S. Treasury yield (from the Federal Reserve daily H.15 report) on the maturity closest to the final maturity of the Bonds at the date of prepayment. The "Average Remaining Outstanding Principal Amount" of the Bonds is defined as the simple average of the existing principal balance of the Bonds at the date of prepayment and the principal balance due at the maturity date. The "Percent Being Prepaid" shall be determined by dividing the principal amount being prepaid by the existing Bond principal amount.

Subject to the provisions of Section 3.01(B) of the Resolution, the Issuer must pay the above-referenced prepayment premium regardless of whether the prepayment is voluntary or mandatory, as when an Event of Default occurs and the entire unpaid balance of the Bond becomes due and payable.

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONER
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	PC11-101
GROUP NUMBER	5233
PERIOD/DATE	09/20/11

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	5-Cnt Local Option Gas Tax	TIP	5-Cnt Local Option Gas Tax	350-7910-312.42-10	(548,625)	
2	5-Cnt Local Option Gas Tax	Tran Captl-Infrastructure	NW 16th Avenue	350-7916-541.63-62		(254,625)
3	5Cnt Lcl Opt GasTx Ln2011	TIP	5-Cnt Local Option Gas Tax	283-7910-312.42-10	548,625	
4	5Cnt Lcl Opt GasTx Ln2011	TIP	Appropriated Reserves	283-7910-590.99-20		254,625
5	5Cnt Lcl Opt GasTx Ln2011	TIP	Cap Proj 350 5 Lcl Option	283-7910-581.91-34		294,000
6	5-Cnt Local Option Gas Tax	TIP	From Debt Service Fund 283	350-7910-381.75-00	294,000	
7	5Cnt Lcl Opt GasTx Ln2011	TIP	Debt Proceeds	283-7910-384.00-00	40,000	
8	5Cnt Lcl Opt GasTx Ln2011	TIP	Other Debt Service Costs	283-7910-517.73-10		40,000
9	5Cnt Lcl Opt GasTx Ln2011	TIP	Debt Proceeds	353-7910-384.00-00	9,460,000	
10	5Cnt Lcl Opt GasTx Ln2011	TIP	Infrastructure	353-7910-541.63-00		9,460,000
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS 9,794,000 9,794,000

COMBINED TOTAL 19,588,000

PERFORMANCE RESULTS: Establish Budget for Receipt of 5 Cent Local Option Gas Tax Loan Proceeds

FLA
PREPARED BY:
B
ANALYST

2011 JUN 28 PM 3 01
CLERK OF CIRCUIT COURT
FINANCE & ACCOUNTING
RECEIVED

Suzanne Seale
ELECTED OFFICIAL OR DEPARTMENT HEAD
Suzanne Seale
DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET
John Wilson
CHAIR OR COUNTY MANAGER

June 14, 2011 Regular BoCC Meeting
Agenda Item #16

Title

Quarterly Hiring Activity Report for the 2nd Quarter of Fiscal Year 2010-2011 (Amended)

Amount

N/A

Description

The Board directed the Human Resources Office and the Equal Opportunity Office to prepare and present a quarterly hiring activity report to the Board at a regularly scheduled meeting. The report for the 2nd quarter of Fiscal Year 2010-2011 is attached.

Recommendation

Accept the quarterly Hiring Activity Report for the 2nd quarter of Fiscal Year 2010-2011.

Alternative(s)

Do not accept the quarterly Hiring Activity Report for the 2nd quarter of Fiscal Year 2010-2011.

Requested By

Kim Baldry

Originating Department

Administrative Services/Human Resources

Attachment(s) Description

Quarterly Hiring Activity Report for the 2nd quarter of Fiscal Year 2010-2011.

Documents Requiring Action

NA

Executive Summary

The Board directed the Human Resources Office and the Equal Opportunity Office to prepare and present a quarterly hiring activity report to the Board at a regularly scheduled meeting.

Background

On October 12, 2010, the Board approved revisions to a number of Employee Policies, including additions to Policy #4-6, #9 a. and #9 b. The additions to this policy directed the Human Resources and Equal Opportunity Offices to create and present an annual, and quarterly, reports to the Board regarding employee actions. The second quarterly report for FY 2010 – 2011 is attached. When the first quarterly report was presented to the Board it was requested that if a hire was made that did not further the efforts of the Equal Opportunity Plan, that a comment be added by the Equal Opportunity Office regarding that hire. Those comments have been added to the report titled "Positions Designated for Special Recruitment".

Issues

NA

Fiscal Recommendation

NA

Fiscal Alternative(s)

NA

Funding Sources

NA

Account Code(s)

NA

Attachment: 2nd quarterly hiring activity BOCC REPORT QTR 2 FINAL .pdf

SUMMARY of EMPLOYEE STATUS CHANGES

FY 2011 QTR 2

(01/01/2011 to 03/31/2011)

STATUS CHANGE	TOTAL	GENDER		ETHNICITY					
		MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	NATIVE HAWAIIAN/ PACIFIC ISLANDER
HIRES	17	8	9	12	5	0	0	0	0
PROMOTION	6	0	6	3	2	0	1	0	0
TRANSFERS	1	0	1	1	0	0	0	0	0
RECLASS	2	1	1	1	1	0	0	0	0
OUT OF CLASS	3	1	2	1	2	0	0	0	0
DEMOTION	0	0	0	0	0	0	0	0	0
TERMINATION	18	10	8	12	5	0	0	0	1
TOTAL	47	20	27	30	15	0	1	0	1

EMPLOYEE STATUS CHANGES FY 2011 QTR 2
(01/01/2011 TO 03/31/2011)

STATUS	CATEGORY	TOTAL	GENDER		ETHNICITY					
			MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	NATIVE HAWAIIAN / PACIFIC ISLANDER
			TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
HIRES	OFFICIALS/ADM	1	1	0	1	0	0	0	0	0
	PROFESSIONAL	7	4	3	6	1	0	0	0	0
	ADMIN SUPPORT	1	0	1	1	0	0	0	0	0
	SERVICE MAINT	4	3	1	2	2	0	0	0	0
	PROTECTIVE SERV NON-SWORN	1	0	1	1	0	0	0	0	0
	PROTECTIVE SERV SWORN	0	0	0	0	0	0	0	0	0
	TECHNICIANS	2	0	2	1	1	0	0	0	0
	SKILLED CRAFT	1	1	0	1	0	0	0	0	0
	TOTAL	17	9	8	13	4	0	0	0	0
PROMOTION	OFFICIALS/ADM	0	0	0	0	0	0	0	0	0
	PROFESSIONAL	3	0	3	1	1	0	1	0	0
	ADMIN SUPPORT	1	0	1	1	0	0	0	0	0
	SERVICE MAINT	1	0	1	1	0	0	0	0	0
	PROTECTIVE SERV NON-SWORN	0	0	0	0	0	0	0	0	0
	PROTECTIVE SERV SWORN	0	0	0	0	0	0	0	0	0
	TECHNICIANS	1	0	1	0	1	0	0	0	0
	SKILLED CRAFT	0	0	0	0	0	0	0	0	0
	TOTAL	6	0	6	3	2	0	1	0	0
TRANSFERS (VOLUNTARY & LATERAL TRANSFERS)	PROFESSIONAL	1	0	1	1	0	0	0	0	0
	TOTAL	1	0	1	1	0	0	0	0	0

EMPLOYEE STATUS CHANGES FY 2011 QTR 2
(01/01/2011 TO 03/31/2011)

STATUS	CATEGORY	GENDER			ETHNICITY					
			MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	NATIVE HAWAIIAN / PACIFIC ISLANDER
		TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
RECLASS	PROFESSIONAL	1	0	1	1	0	0	0	0	0
	PROTECTIVE SERV									
	SWORN	1	1	0	1	0	0	0	0	0
	TOTAL	2	1	1	2	0	0	0	0	0
OUT OF CLASS	PROFESSIONAL	3	1	2	1	2	0	0	0	0
	TOTAL	3	1	2	1	2	0	0	0	0
DEMOTION		0	0	0	0	0	0	0	0	0
	TOTAL	0	0	0	0	0	0	0	0	0
TERMINATION	PROFESSIONAL	5	3	2	3	1	0	0	0	1
	ADMIN SUPPORT	4	1	3	3	1	0	0	0	0
	SERVICE MAINT	4	2	2	3	1	0	0	0	0
	PROTECTIVE SERV									
	SWORN	2	1	1	1	1	0	0	0	0
	TECHNICIANS	1	1	0	1	0	0	0	0	0
	SKILLED CRAFT	2	2	0	1	1	0	0	0	0
	TOTAL	18	10	8	12	5	0	0	0	1

EMPLOYEE STATUS CHANGES FY 2011 QTR 2 BY DEPARTMENT
(01/01/2011 to 03/31/2011)

	STATUS	CATEGORY		GENDER		ETHNICITY					
				MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	NA HAW. PAI ISLA
GER	HIRES	PROFESSIONAL	1	0	1	1	0	0	0	0	
	RECLASS	PROFESSIONAL	1	0	1	1	0	0	0	0	
	TERMINATION	PROFESSIONAL	1	0	1	1	0	0	0	0	
	TOTAL		3	0	3	3	0	0	0	0	
NEY	PROMOTION	PROFESSIONAL	1	0	1	0	0	0	1	0	
	TOTAL		1	0	1	0	0	0	1	0	
IVE	HIRES	SKILLED CRAFT	1	1	0	1	0	0	0	0	
		SERVICE MAINT	1	0	1	0	1	0	0	0	
		TECHNICIAN	1	0	1	0	1	0	0	0	
	TERMINATION	ADM SUPPORT	1	0	1	1	0	0	0	0	
		SERVICE MAINTENANCE	2	1	1	1	1	0	0	0	
		SKILLED CRAFT	1	1	0	1	0	0	0	0	
	TOTAL		7	3	4	4	3	0	0	0	

EMPLOYEE STATUS CHANGES FY 2011 QTR 2 BY DEPARTMENT
(01/01/2011 to 03/31/2011)

STATUS	CATEGORY		GENDER		ETHNICITY					
			MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	NA HAW PAI ISLA
CES	HIRES	OFFICIALS/ADM	1	1	0	1	0	0	0	
		PROFESSIONAL	2	1	1	2	0	0	0	
	TERMINATION	ADM SUPPORT	1	0	1	0	1	0	0	
	TOTAL		4	2	2	3	1	0	0	
CES	HIRES	PROFESSIONAL	3	1	2	2	1	0	0	
		ADMIN SUPPORT	1	0	1	1	0	0	0	
	PROMOTION	PROFESSIONAL	1	0	1	0	1	0	0	
	TRANSFERS / VOLUNTEER	PROFESSIONAL	1	0	1	1	0	0	0	
		PROFESSIONAL	3	1	2	1	2	0	0	
	TERMINATION	PROFESSIONAL	2	1	1	1	1	0	0	
		PROTECT/SRVCS SWORN	1	0	1	0	1	0	0	
	TOTAL		12	3	9	6	6	0	0	

EMPLOYEE STATUS CHANGES FY 2011 QTR 2 BY DEPARTMENT
(01/01/2011 to 03/31/2011)

	STATUS	CATEGORY		GENDER		ETHNICITY					
				MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	NA HAW. PAI ISLA
Y	HIRES	TECHNICIAN	1	0	1	1	0	0	0	0	
	PROMOTION	ADMIN SUPPORT	1	0	1	1	0	0	0	0	
	RECLASS	PROTECTIVE SERV SWORN	1	1	0	1	0	0	0	0	
	TERMINATION	PROTECTIVE SERV SWORN	1	1	0	1	0	0	0	0	
	TOTAL		4	2	2	4	0	0	0	0	
AL	HIRES	PROFESSIONAL	1	1	0	1	0	0	0	0	
	PROMOTION	PROFESSIONAL	1	0	1	1	0	0	0	0	
	TERMINATION	PROFESSIONAL	2	1	1	2	0	0	0	0	
	TOTAL		4	2	2	4	0	0	0	0	
UT	TERMINATION	TECHNICIAN	1	1	0	1	0	0	0	0	
	TOTAL		1	1	0	1	0	0	0	0	

**EMPLOYEE STATUS CHANGES FY 2011 QTR 2 BY DEPARTMENT
(01/01/2011 to 03/31/2011)**

STATUS	CATEGORY		GENDER		ETHNICITY					
			MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	NA HAW. PAC. ISLA
HIRES	PROTECTIVE SERV NON-SWORN	1	0	1	1	0	0	0	0	
	SERVICE MAINTENANCE	3	3	0	2	1	0	0	0	
PROMOTION	SERVICE MAINTENANCE	1	0	1	1	0	0	0	0	
	TECHNICIAN	1	0	1	0	1	0	0	0	
TERMINATIONS	PROFESSIONAL	1	1	0	0	0	0	0	0	
	ADMIN SUPPORT	1	1	0	1	0	0	0	0	
	SERVICE MAINTENANCE	2	1	1	2	0	0	0	0	
	SKILLED CRAFT	1	1	0	0	1	0	0	0	
TOTAL		11	7	4	7	3	0	0	0	

		GENDER		ETHNICITY					
QTR	TYPE OF EXTRA PAY	MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN /ALASKAN NATIVE	NATIVE HAWAIIAN/ PACIFIC ISLANDER
QTR 2	INCENTIVE PAY	1	0	0	1	0	0	0	0

Positions Designated for Special Recruitment

TARGETED POSITIONS FILLED 1/1/2011 - 3/31/2011

DEPARTMENT	POSITION TITLE	FILLED BY	QUALIFIED APPLICANT POOL MEETS EEOP**? (Y/N)	APPLICANT HIRED MEETS EEOP**? (Y/N)
Administrative Services	Capital Projects Coordinator	Promotion	Yes	Yes
Community Support Services	Veteran Services Claims Counselor	New Hire	No	No
	Veteran Services Director	New Hire	Yes	No
	Victim Advocate Counselor	New Hire	Yes	No
County Attorney	Assistant County Attorney I	Promotion	Yes	Yes
County Manager	Tourism Program Coordinator	New Hire	Yes	Yes
Court Services	Court Officer	New Hire	Yes	No
	Drug Counselor	New Hire	Yes	No
	Drug Counselor	New Hire	Yes	No
	Pretrial Services Supervisor	Promotion	Yes	No
Environmental Protection	Sr. Environmental Specialist	New Hire	Yes	No
	Sr. Planner	Promotion	Yes	Yes
Public Works	Animal Services Officer	New Hire	Yes	Yes
Total:		13 positions		

*EEOP refers to the current Alachua County Equal Employment Opportunity Plan, which identifies the demographic groups under-represented in each department.

** The above hire actions were approved by the Equal Opportunity Office based on the hiring documentation.

**RECRUITMENT EFFORTS FOR THE PERIOD
JANUARY - MARCH 2011**

Advertised Targeted Positions	Total # of Applicants	Total # of Advertised Sites	Total # of Minority Sites	Total # of Free Sites	Advertising Costs
Asst Public Works Director	113	9	2	4	\$395.00
Drug Counselor - Meta	178	4	1	2	\$49.00
Drug Counselor - Outpat	161	7	2	6	\$125.00
Lieutenant (56 hour)	23	6	2	3	\$390.00
Network Systems Analyst	36	8	2	6	\$140
Pretrial Services Coordinator	98	8	2	7	\$50.00
Programmer Analyst	19	5	1	4	\$50.00
Sr Environmental Specialist	57	5	2	2	\$215.00
Social Services Coordinator	181	7	2	4	\$395.00
Victim Advocate Counselor	84	7	2	5	\$49.00
TOTAL	950			Total	\$1,858.00

Recruitment efforts also included telephone calls and e-mails to various individuals across the country to request that some positions be posted at various locations in their communities.

ETHNIC BREAKDOWN OF APPLICANTS FOR
ADVERTISED TARGETED POSITIONS
JANUARY 1, 2011 - MARCH 31, 2011

Advertised Targeted Positions	Gender				Ethnicity								
	Female	Male	Unknown	Total	Asian	White	Black	Hispanic	Native Hawaiian	American Indian	Unknown	Two or more races	Total
Asst Public Works Director/WM	11	99	3	113	2	73	17	10	0	0	5	6	113
Drug Counselor - Outpatient	115	62	1	178	4	82	71	10	0	1	5	5	178
Drug Counselor - Meta	104	56	1	161	3	78	58	7	0	2	1	12	161
Lieutenant (56 Hour)	1	22	n/a	23	0	22	0	1	0	0	0	0	23
Network Analyst	1	34	1	36	2	25	6	0	0	0	3	0	36
Pretrial Services Supervisor	59	38	1	98	5	64	23	2	0	0	1	3	98
Programmer Analyst	5	14	n/a	19	2	9	4	0	0	0	0	4	19
Sr Environmental Specialist	19	37	1	57	2	45	2	3	1	0	2	2	57
Social Services Coordinator	140	41	n/a	181	4	67	84	10	0	1	1	14	181
Victim Advocate Counselor	68	16	n/a	84	1	43	26	6	0	0	0	8	84
Total applicants	523	419	8	950	25	508	291	49	1	4	18	54	950

EMPLOYEE RELATIONS FY2011 QTR 2 REPORT

(01/01/2011 TO 03/31/2011)

DEPARTMENT	EO CATEGORY	RESULT	GENDER		ETHNICITY					
			MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN /ALASKAN NATIVE	ASIAN
ADMINISTRATIVE SERVICES	OFFICIALS/ ADM	WARNING	1	0	1	0	0	0	0	0
COMMUNITY SUPPORT SERVICES	PROFESSIONAL	WARNING	1	0	1	0	0	0	0	0
	ADMIN SUPPORT	TERMINATION	0	1	0	1	0	0	0	0
GROWTH MANAGEMENT	PROFESSIONAL	SUSPENSION	1	0	0	0	0	0	0	1
PUBLIC WORKS	SKILLED CRAFT	WARNING	2	0	0	2	0	0	0	0
COURT SERVICES	PROFESSIONAL	TERMINATION	1	0	1	0	0	0	0	0
PUBLIC SAFETY	PROTECTIVE SERVICES SWORN	SUSPENSION	2	0	2	0	0	0	0	0
		TERMINATION	1	0	1	0	0	0	0	0
COUNTY MANAGER'S OFFICE	PROFESSIONAL	TERMINATION	0	1	1	0	0	0	0	0
		TOTAL	9	2	7	3	0	0	0	1

June 14, 2011 Regular BoCC Meeting
Agenda Item #17

Title

Revision to Employee Policy 7-2, Vacation Leave and Employee Policy 7-3, Sick Leave. Revision to Appendix A., Definitions (Amended)

Amount

N/A

Description

Reduce the payout of annual leave from 280 hours to 240 hours for 40 hour employees. Reduce the payout of sick leave for employees with at least 10 years of continuous service with the County. With this revision there will now be a cap on the amount of sick leave an employee will be paid out for after 10 years of continuous service with the County (500 hours for a forty hour/week employee). Employees will receive a payout for one-half of their accrued sick leave with a maximum accrual for payout purposes of 1,000 hours. That will result in a maximum payout of 500 hours. leave payout i pro-rated based on an employee's regularly scheduled hours.

Recommendation

Approve the revisions to Employee Policy 7-2, Vacation Leave, Employee Policy 7-3, Sick Leave and A., Definitions.

Alternative(s)

Do not approve the revisions to Employee Policy 7-2, Vacation Leave, Employee Policy 7-3, Sick Leave and A., Definitions.

Requested By

Kim Baldry

Originating Department

Administrative Services/Human Resources

Attachment(s) Description

Employee Policy 7-2, Vacation Leave, Employee Policy 7-3, Sick Leave and A., Definitions. Memos showing approval of the revisions by the County Manager.

Documents Requiring Action

Employee Policy 7-2, Vacation Leave, Employee Policy 7-3, Sick Leave and A., Definitions

Executive Summary

The Board directed the collective bargaining team to examine ways to reduce personnel costs. in the Union contracts. The County was successful in negotiating a reduction in annual and sick leave payout for all incoming employees in all three bargaining units. The U.S. Department of Labor, in Administrative Interpretation #2010-3, expanded the definition of son/daughter for the purposes of childcare leave under the Family and Medical Leave Act. The County must revise its policies o reflect this expanded definition.

Background

Inn an effort to decrease overall costs, the Board directed the collective bargaining team to examine possible reductions in employee benefits. As benefits for bargaining unit employees must be negotiated with the union, negotiations for the 2010-2013 Collective Bargaining Agreements for all three units included discussion of the reduction of the payouts for accrued annual and

sick leave when an employee leaves the Board of County Commissioners' employment. All three units agreed to reduce those payouts for incoming employees. In an effort to treat employees consistently, the reduction to the annual and sick leave payouts will also be made for all non-bargaining employees hired on or after April 1, 2011. The U.S. Department of Labor, in Administrative Interpretation #2010-3, expanded the definition of son/daughter for the purposes of childcare leave under the Family and Medical Leave Act. The County must revise its policies to reflect this expanded definition.

Issues

NA

Fiscal Recommendation

NA

Fiscal Alternative(s)

NA

Funding Sources

NA

Account Code(s)

NA

Attachment: Pol 73 Sick Leave revision caps sick leave payout may 2011.pdf

Attachment: Appendix A Definitions PROPREVISIONS ON DAUGHTER CHILD DEFINITION UNDER FMLA.pdf

Attachment: Revision to Employee Policy Vac Sick Lv 52511.pdf

Attachment: Pol 72 Vacation Leave revision reduce payout of leave for employees after April 1, 2011.pdf

Attachment: Revision to Employee Policy 52511.pdf



Alachua County Administrative Services

Human Resources

Kim Baldry, CPM, SPHR, Human Resources Manager
Karen P. Gerding, CPM, PHR, Human Resources Supervisor

May 2, 2011

MEMORANDUM

To: Randall H. Reid
County Manager

Via: Betty Baker *B*
Administrative Services Director

From: Kim Baldry, CPM, SPHR *Kim Baldry*
Human Resources Manager

Subject: REVISIONS TO POLICY #7-2, VACATION LEAVE & 7-3, SICK LEAVE

During budget discussions direction was given to find ways to reduce costs in the County. With this direction Human Resources successfully negotiated successor Collective Bargaining Agreements with all three units (LIU and 2 IAFF units) that included reductions to annual leave and sick leave payouts for future, incoming employees.

For forty (40) hour per week employees we negotiated a reduction from two hundred, eighty ((280) hours of payout for annual leave, to a payout of two hundred forty (240) upon termination. A similar reduction was made for fifty six (56) hour per week employees.

For forty (40) hour per week employees we negotiated a reduction from unlimited payout of sick leave (at 50% of the accrued amount) to a maximum payout accrual of 1,000 hours, with a maximum payout of ½ of that, or 500 hours, after ten (10) years of service. A similar reduction was made for fifty six (56) hour per week employees.

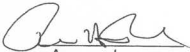
The attached Employee Policies reflect the above revisions for all non-bargaining employees.

Upon your approval I will schedule this item for the Board's consideration. Upon their approval, I will forward the revised policies to all employees.

P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■ Tel. (352) 374-5219 ■ Fax (352) 374-5233

Suncom 651-5219 ■ TDD (352) 491-4431 ■ Home Page: <http://www.alachuacounty.us>

Please call if you have any questions.



Approved
Randall H. Reid
County Manager

5/25/11
Date

Disapproved
Randall H. Reid
County Manager

kb

Attachments

Board of County Commissioners' Employee Policies
Alachua County, Florida

Sick Leave

Policy No.: 7-3

Revision No.: 2-

Effective: May 2011

Review Date: May 2012

OVERVIEW: This policy describes the accrual and usage of and compensation for paid sick leave.

SCOPE: This policy applies to all classified and executive service employees of the Board of County Commissioners.

PROVISIONS:

1. Granting of Sick Leave

- a. Classified and Executive Service. Employees in the Classified and Executive Service, assigned to a 40 hour work week, shall earn four hours of paid sick leave per pay period.
 - i) Employees assigned to a 56-hour workweek shall accrue sick leave at the rate of 5.6 hours per pay period.
- b. Limited Term Appointment Employees. Employees hired as Limited Term Appointment employees, assigned to a 40 hour work week, shall earn four hours of paid sick leave per pay period.
- c. Part-time Employees. Part-time employees who work at least 20 hours per week shall earn sick leave in a pro-rated amount computed on a base rate of four hours per pay period.
- d. Unclassified, Temporary, Intern or On-Call Employees. Sick leave shall not be credited or granted to unclassified, temporary, intern or on-call employees.

2. Accrual of Sick Leave. Sick leave shall be earned as of the last day in the pay period and shall accrue provided the employee is in active pay status for at least 75% of the pay period.

- a. Upon separation and with 10 years of continuous service, an employee is entitled to payment at the employee's current pay rate for 50% of all unused, accrued sick leave.
- b. Employees hired on or after April 1, 2011, upon separation and with ten (10) years of continuous service, will be entitled to payment at the employee's current pay rate for 50% of all unused, accrued sick leave up to a maximum payout of 500 hours (1,000 hour accrual) for employees regularly scheduled to work either forty (40) or forty-eight (48) hour work weeks. Employees will be permitted to accrue sick leave beyond the sick leave accrual payout cap, but will be limited to the aforementioned cap for payout purposes.
 - i) No other payment in lieu of sick leave is authorized.

3. Use of Sick Leave. All requests for sick leave shall be in writing and approved by the appropriate supervisor or designee prior to use; however, in the event prior notification is

Board of County Commissioners' Employee Policies

Alachua County, Florida

not possible, an employee must immediately contact the employee's supervisor regarding the intended absence.

- a. An employee shall be granted sick leave only for those hours accrued prior to or during the pay period.
 - b. Approval of sick leave requests is at the discretion of the supervisor. Any request for which the Family/Medical Leave Act (FMLA) may be applicable must be approved pending certification of the sick leave instance as FMLA.
 - c. Sick leave may only be utilized for employee sickness, sickness in the employee's immediate family, injury, disability, pregnancy, pregnancy related conditions or quarantine by health authorities or a physician.
 - d. Sick leave may be used for doctor/dental appointments or other foreseeable medical causes only if prior supervisory approval has been obtained.
 - e. An employee may be required to supply proof of sickness, injury or disability.
 - i) If the employee is sent to a physician of the County's choosing for the purpose of providing proof of illness or ability to perform at work, the County will pay the expenses.
 - f. Upon exhaustion of sick leave, an employee may request use of accumulated vacation leave rather than applying for leave without pay.
 - g. At the end of each fiscal year, an employee shall have the option of converting up to 10 days of accrued sick leave to vacation leave on a two for one basis. The employee must retain a minimum of 80 hours of sick leave after the conversion.
 - i) The County does not encourage the conversion of sick leave.
4. **Pregnancy.** The sick leave policy is applicable to pregnancy, childbirth, miscarriage or recovery from any of these conditions.
- a. Should pregnancy, childbirth or miscarriage result in sickness to the mother or child(ren), a father may use sick leave to care for the mother or child(ren).
 - b. The mother or father may, for up to six weeks, use sick leave for the recovery of the mother after birth.
 - c. Medical documentation is required to use sick leave for more than six weeks after birth.

17B



MAY 05 2011
COUNTY MANAGER

Alachua County Administrative Services

Human Resources

Kim Baldry, CPM, SPHR, Human Resources Manager
Karen P. Gerding, CPM, PHR, Human Resources Supervisor

May 3, 2011

MEMORANDUM

To: Randall H. Reid
County Manager

Via: Betty Baker
Administrative Services Director

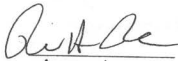
From: Kim Baldry, CPM, SPHR
Human Resources Manager

Subject: **REVISION TO EMPLOYEE POLICIES – APPENDIX A. – DEFINITIONS**

The U.S. Department of Labor, in Administrative Interpretation #2010-3 expanded the definition of son/daughter for the purposes of child care leave under the Family and Medical Leave Act. The County must revise its policies to reflect this expanded definition.

Upon your approval I will schedule this item for the Board's consideration. Upon their approval, I will forward the revision to all employees.

Please call if you have any questions.


Approved
Randall H. Reid
County Manager

5/5/11
Date

Disapproved
Randall H. Reid
County Manager

RCUD AM10:20 05/10/11

Kb

Attachment



Board of County Commissioners' Employee Policies

Alachua County, Florida

Vacation Leave

Policy No.: 7-2

Revision No.: ± 2

Effective: May 2011

Review Date: May 2012

OVERVIEW: This policy describes the accrual and usage of and compensation for paid vacation leave.

SCOPE: This policy applies to all classified and executive service employees of the Board of County Commissioners.

PROVISIONS:

1. Granting of Vacation Leave

- a. Classified and Executive Service. Employees in the Classified and Executive Service shall receive paid vacation leave based on length of continuous service.
- b. Limited Term Appointment Employees. Employees hired as Limited Term Appointment employees shall receive paid vacation leave based on length of continuous service.
- c. Part-time Employees. Part-time employees who work at least 20 hours per week shall earn vacation hours at the appropriate accrual rate on a pro-rated basis.
- d. Unclassified, Temporary or On-Call Employees. Vacation leave shall not be credited or granted to unclassified or on-call employees.

2. Accrual of Vacation Leave. Vacation leave shall be earned as of the last day of each pay period and shall accrue provided the employee is in active pay status for at least 75% of the pay period.

- a. Employees will be allowed to accrue vacation leave with no cap during the calendar year, but will only be allowed to carry 280 hours for employees assigned to a 40-hour work or 392 hours for employees assigned to a 56-hour work week to the following calendar year.
- b. Pay Period Accrual Chart for Vacation Leave. Vacation leave shall be accrued in accordance with the following schedule:

Board of County Commissioners' Employee Policies
Alachua County, Florida

PAY PERIOD ACCRUAL CHART FOR VACATION LEAVE

LENGTH OF SERVICE IN YEARS	BIWEEKLY ACCRUAL RATE		ANNUAL LEAVE		
	<u>40 HOUR</u>	<u>56 HOUR</u>	<u>40 HOUR</u>	<u>56 HOUR</u>	<u>IN WEEKS</u>
Less than one year	3.24 hrs	4.53 hrs	84.24 hrs	117.78 hrs	2.106 weeks
One year but less than five years	3.85 hrs	5.38 hrs	100 hrs	140 hrs	2.5 weeks
Five years but less than ten years	4.62 hrs	6.46 hrs	120 hrs	168 hrs	3 weeks
Ten years but less than fifteen years	5.38 hrs	7.54 hrs	140 hrs	196 hrs	3.5 weeks
Fifteen years but less than twenty years	6.92 hrs	9.69 hrs	180 hrs	252 hrs	4.5 weeks
Twenty years but less than twenty-five years	8.46 hrs	11.85 hrs	220 hrs	308 hrs	5.5 weeks
Twenty-five years and over	9.23 hrs	12.92 hrs	240 hrs	336 hrs	6 weeks

3. **Use of Vacation Leave.** Employees are encouraged to take vacation leave within the calendar year.
 - a. An employee shall be granted vacation leave only for those hours accrued prior to or during the requested vacation period.
 - b. Vacation leave shall not be used in increments of less than fifteen minutes.
 - c. Whenever possible, all requests for vacation leave shall be submitted in writing in advance.
 - d. Except in extenuating circumstances, an employee must receive prior approval from the employee's supervisor and department director.
 - e. Vacation leave requests shall be granted at the discretion of the supervisor; however, every effort will be made to accommodate employees.
 - f. The use of vacation leave to cover tardiness and cash payment in lieu of time off is not authorized.
4. **Compensation for Accrued Vacation Leave**
 - a. Separating employees shall be paid for all unused, accrued vacation leave earned through the date of separation, up to a maximum of 280 hours for employees assigned to a 40-hour work or 392 hours for employees assigned to a 56-hour work week.
 - b. Employees hired on or after April 1, 2011 who are regularly scheduled to work a 40 hour work week, shall be allowed to accrue vacation leave with no cap during the calendar year, but will only be allowed to carry two-hundred and forty (240) hours of vacation over to the next calendar year; Employees hired on or after April 1, 2011, scheduled to work a 56 hour work week will be allowed to carry only three hundred thirty six (336) hours of vacation over to the next calendar year. Employees hired on or after April 1, 2011, upon separation from employment will be entitled to up to a maximum payout of

Board of County Commissioners' Employee Policies

Alachua County, Florida

240 hours for employees regularly scheduled to work a forty (40) hour work week; 288 hours for employees regularly scheduled to work a forty eight (48) hour work week, and three hundred thirty six (336) hours for employees regularly scheduled to work a fifty six (56) hour work week.

- c. Deferred Retirement Option Program (DROP). Employees who choose to participate in the Florida Retirement System's Deferred Retirement Option Program (DROP) may elect to be paid for any or all of their unused, accrued vacation leave, earned through their date of beginning participation in DROP. At separation, the employee will be paid only for the balance not paid at the beginning of the DROP period.

- i) Payment of unused, accrued annual leave will be limited to a maximum of 280 hours for employees assigned to a 40-hour work week or 392 hours for employees assigned to a 56-hour work week. For employees hired on or after April 1, 2011, the pay-out shall be limited to a maximum of 240 hours for employees regularly assigned to a 40 hour work week, 288 hours for employees regularly scheduled to work a 48 hour work week, or 336 hours for employees regularly assigned to a 56 hour work week.

Board of County Commissioners' Employee Policies
Alachua County, Florida

APPENDIX A: DEFINITIONS

ACTING STATUS	An individual who temporarily assumes all the responsibilities of a position with a higher pay range
ADMINISTRATING OFFICIALS	The County Attorney and County Manager with regard to their respective departments. The Administrating Officials are appointed by and serve at the pleasure of the Board.
ADMINISTRATIVE LEAVE	Leave granted in special circumstances for administrative good or convenience that does not count against an employee's leave balance and is authorized by the administrating official
BARGAINING UNIT	The group of employees subject to terms and conditions of employment as determined by labor contract negotiations under Collective Bargaining Agreements
BEREAVEMENT LEAVE	Leave granted to an employee in the event of the death of a member of the immediate family
BOARD	The Board of County Commissioners of Alachua County, Florida - Also referred to as the Board of Commissioners
BOARD APPOINTMENT	An appointment to a position made directly by the Board
CHILD/SON/DAUGHTER FOR BIRTH/ ADOPTION/PLACEMENT OF A CHILD OR TO CARE FOR A CHILD WITH A "SERIOUS HEALTH CONDITION" UNDER THE FMLA	U.S. Department of Labor, Administrative Interpretation No. 2010-3, expanded the definition of son/daughter for purposes of childcare leave. "In loco parentis" now includes those with no biological or legal relationship with a child if (s)he provides day to day care or is financially responsible for the child. Same sex couples qualify for this childcare leave. Also includes grandparents, siblings, aunts, uncles and other family members or friends.
CIVIL LEAVE	Leave granted for civic duties such as jury duty or to appear as a witness
CLASSIFIED SERVICE	An employee hired to fill a permanent, budgeted position within the classification plan and subject to all Board of County Commissioners' Employee Policies
COLLECTIVE BARGAINING AGREEMENT	An agreement between a union and management on behalf of all employees in a certified bargaining unit classification which contains specific benefits, rules and processes governing

Board of County Commissioners' Employee Policies
Alachua County, Florida

	bargaining unit classifications
CONTINGENT OFFER	An offer of employment made that will be finalized upon successful completion of pre-employment testing, checks and verification
DECLARED EMERGENCY LEAVE	Paid leave granted to employees in case of a declared emergency
DEFERRED RETIREMENT OPTION PROGRAM (DROP)	A program offered by the Florida Retirement System (FRS) that allows members who have reached their retirement date to effectively retire without terminating benefits
DEMOTION	The appointment to a classification with a lower pay range due to failure to adequately perform job duties of a position in a higher pay range or as a result of disciplinary action
DEPARTMENT DIRECTOR	The head of one of the County departments as defined by Ordinance, or an employee appointed the Acting or Interim head
DISCIPLINARY ACTION	A formal action that may include deprivation of property rights (loss of pay, demotion, termination) as a result of an employee violating County policies and procedures
EAP	The Employee Assistance Plan – a benefit offered to employees to encourage corrective action for problems that affect their lives and work
EMERGENCY STATUS	A special status where an employee is placed in a position on a temporary basis to ensure the continued function of that area
EMPLOYMENT	To be hired and engaged in work. Also refers to all personnel matters relating to recruitment, hiring, promotion, discipline, training, fringe benefits, etc.
EMPLOYMENT APPLICATION	The specific form used to collect and document information from persons seeking employment with the Board or for existing employees seeking promotion
EMPLOYMENT OPPORTUNITIES LISTING	A listing of current job opportunities, issued by the Human Resources Office

Board of County Commissioners' Employee Policies **Alachua County, Florida**

EXECUTIVE SERVICE EMPLOYEES	A classification of employees designated by the Board who are appointed by the administering official and are exempt from certain Board policies and protections. Employees in this status serve at the pleasure of the Administering Official. Administrative Services Director Assistant County Attorney Assistant County Manager Assistant to the County Manager Associate Counsel Communication Coordinator/PIO Community Support Services Director Court Services Director Deputy County Manager Economic Development Coordinator Environmental Protection Director Emergency Services Director Growth Management Director Information and Telecommunications Services Director Litigation Attorney Office of Management and Budget Director Public Works Director/County Engineer
EXEMPT EMPLOYEE	An employee covered by the Fair Labor Standards Act (FLSA) who is exempted by specific provisions of the minimum wage and overtime provisions of the Act, and is known as a salaried employee
EXTERNAL POSTINGS	The advertisement of a position to the general public
FAMILY MEDICAL LEAVE ACT (FMLA)	A federal law that provides up to 12 weeks of leave for certain medical and family conditions
FIVE STEP EMPOWERMENT GUIDE	A guide for employees to communicate the County's employee empowerment commitment
FLEX TIME	The ability to vary the starting and ending times of a work schedule
FLOATING HOLIDAY	Discretionary holiday which must be taken as a full shift
FRS	The Florida Retirement System
FULL TIME EMPLOYEE	An employee who is hired to work all the hours during a work week (Generally 40 or 56)

Board of County Commissioners' Employee Policies
Alachua County, Florida

HATCH ACT	A Federal Act which regulates political activities of public employees when federal funds are involved
HOLIDAY HOURS	Hours worked on an observed holiday
HUMAN RESOURCES OFFICE	The unit of the County responsible for matters pertaining to employment

March 25, 2003

Board of County Commissioners' Employee Policies **Alachua County, Florida**

IMMEDIATE FAMILY	Unless otherwise defined by policy or Law: - Father - Current Father-In-Law, - Stepfather - Mother - Current Mother-In-Law - Stepmother - Brother - Current Brother-In-Law - Stepbrother - Sister - Current Sister-In-Law - Stepsister - Grandfather - Grandmother - Grandson - Granddaughter - Current Grandfather In-Law - Current Grandmother In-Law - Spouse - Son - Current Son-In-Law - Stepson - Daughter - Current Daughter-In-Law - Stepdaughter - A child under 18 years of age to whom the employee stands in loco parentis - Certified domestic partner or anyone who falls under the identified relationships as a result of certified domestic partnership The definition for immediate family for the Family Medical Leave Act is defined by the Law and for Nepotism by County Policy
INCENTIVE PAY	Additional pay to an employee for attaining and maintaining certain certifications that enhance their work
INTERNAL POSTINGS	A listing for a job that is offered only to current employees of the BoCC

Board of County Commissioners' Employee Policies
Alachua County, Florida

JOB DESCRIPTION	A listing of the specific requirements of a position to include a description of a position and a listing of essential and other functions of the position
LAYOFF	A period of enforced unemployment by the County due to specific circumstances
LEAD WORKER STATUS	An appointment on a temporary basis to assume the responsibility for coordinating the work of others in the same work unit
LONG TERM MILITARY LEAVE	Leave granted to an employee who is called to serve in the US Military for periods longer than 17 days, to a maximum of five years
MAJOR DISCIPLINE	A disciplinary action that takes away a property right of an employee, such as a Suspension, Demotion, or Termination
MANAGERIAL HOLIDAYS	Additional holidays granted to Executive Service employees
MERIT PAY	An increase in the employee's current salary, based on evaluation of performance
MINOR DISCIPLINE	An official disciplinary action that does not take away a property right of the employee, such as a Warning
NEPOTISM	Showing favoritism in the work environment to a member of the employee's immediate family, as defined in the Nepotism policy
NON-EXEMPT	An employee who is under the coverage of the Fair Labor Standards Act (FLSA) and is not exempt from its requirements, also known as an hourly employee
OFFICIAL	A supervisor authorized to act in a disciplinary action or appeal
ON-CALL EMPLOYEE	An employee called in to work on a temporary basis
OUT OF CLASS STATUS	An employee who temporarily assumes some of the duties of a position in a higher pay range for a minimum of two weeks
OVERTIME	Additional compensation paid to non-exempt employees for

Board of County Commissioners' Employee Policies
Alachua County, Florida

	working more hours than their full time job (usually more than 40 hours)
PAID LEAVE	Leave for which an employee receives pay
PART-TIME EMPLOYMENT	Employment for less than 40 hours per week.
PAY PLAN	The description and salary ranges of all positions in classified service for Board employment, as approved by the Board
PERSONAL LEAVE	Unpaid leave granted to an employee for personal reasons
PERMANENT STATUS	A regular employee in classified status who has completed the required probationary period
POSITION INTEREST FORM	A form submitted to Human Resources to express an interest in position within the County that is not currently advertised
PROBATIONARY PERIOD	A initial period of time (of at least six months from hire date) during which a classified employee is in at will status
PROMOTION	The appointment of an employee to a position with a higher pay range than the employee's current position
RECALL	The process of bringing employees back to work after a period of enforced unemployment
RECRUITMENT	The formal process of seeking applicants for a position
SENIOR SUPERVISOR	An employee who supervises other supervisors
SEPARATION	Leaving the employment of the Board of County Commissioners, whether by resignation, termination, failure to complete probation, or any other means
SHORT TERM MILITARY LEAVE	Leave granted to an employee to serve in the US Military or the Florida National Guard for no longer than 17 days
SICK LEAVE	Leave earned and granted to an employee for doctor's appointments, personal illness or for illness in the employee's immediate family
SIMULATION TEST	A test given to an applicant for a position to test specific knowledge and problem solving abilities

March 25, 2003

Board of County Commissioners' Employee Policies
Alachua County, Florida

SPECIAL RECRUITMENT POSTING	A position designated by the Equal Opportunity Office as one that requires recruitment efforts beyond those normally used to attract applicants meeting certain special criteria
STAND-BY STATUS	A temporary appointment to provide availability to be called in to work in an emergency situation.
SUSPENSION	Placement of an employee on involuntary, unpaid leave of absence for a specified number of working days as a result of disciplinary action
TEMPORARY STATUS	An employee hired to fill a budgeted or non-budgeted position on a temporary basis
TERMINATION	Involuntary separation as a result of a disciplinary action
TRAINEE STATUS	An individual who does not fully meet the qualifications for a position, but who, within six months, can acquire the appropriate knowledge, skills, experience and abilities to meet minimum qualifications
TRANSFER	Reassignment to another position within the County, either with the same pay range or voluntarily to a position with a lower pay range
TYPIING, WORD PROCESSING OR GENERAL COMPUTER SKILLS TEST	Formal, rated/graded tests for proficiency administered by Human Resources as part of the selection process for certain positions
UNCLASSIFIED SERVICE	An employee hired to fill a temporary, non-budgeted, casual or seasonal position with a duration of less than six months
UNVERIFIED SICK LEAVE	Any sick leave instance for which no medical certification is provided
VACATION LEAVE	Paid leave based on time accrued by an employee
VARIANCE INQUIRY	An investigative process by the Equal Opportunity Office to determine if a position requires special recruitment
VETERANS' PREFERENCE	Consideration given to veterans of the US military in accordance with State and federal statutes

Board of County Commissioners' Employee Policies
Alachua County, Florida

VOLUNTEER LEAVE	A special class of paid leave that may be granted to an employee to work as a volunteer at approved sites
WORKPLACE VIOLENCE	Violence that is directed at a County employee while the employee is working for the County

June 14, 2011 Regular BoCC Meeting
Agenda Item #18

Title

NW 83rd Street Bicycle Trail (Amended)

Amount

\$3,000.00

Description

Request Approval for the Development of a temporary dirt trail for bicycles in the NW 83rd Street right-of-way corridor between NW 39th Avenue and Millhopper Road

Recommendation

Approve the development of a temporary dirt trail for bicycles in the NW 83rd Street right-of-way corridor between NW 39th Avenue and Millhopper Road

Alternative(s)

Do not approve the development of a temporary dirt trail for bicycles in the NW 83rd Street right-of-way corridor between NW 39th Avenue and Millhopper Road

Requested By

Richard Hedrick 352-374-5245 x1211

Originating Department

Public Works

Attachment(s) Description

NW 83rd Street Bicycle Trail Proposal

Documents Requiring Action

None

Executive Summary

The development of a temporary dirt trail for bicycles in the NW 83rd Street right-of-way corridor between NW 39th Avenue and Millhopper Road using volunteers and providing information and directional signage. The trail would provide an opportunity for use of alternative transportation and create an additional recreational opportunity for the public until the development of the right-of-way as a road and paved path per the Springhills Development plan.

Background

A citizen requested that the development of a dirt trail for bicycles be considered for the NW 83rd Street right-of-way corridor between NW 39th Avenue and Millhopper Road. Parks staff met with several bicycle enthusiasts and walked the site. The bicyclists offered to volunteer their time to help develop the trail having had experience in developing other local dirt bicycle trails. The proposal would create a figure eight loop trail crossing a small creek at an existing culvert. Phase 1 would include the development of the trail, signage, and providing a walk through gate at the NW 39th Avenue intersection. The trail signage, access gates information kiosks and boundary signage is estimate to cost \$3,000.00 The trail would provide an opportunity for use of alternative transportation and create an additional recreational opportunity for the public until the development of the right-of-way as a road and paved path per the Springhills Development plan.

Issues

The NW 83rd Street right-of-way corridor between NW 83rd Avenue and Millhopper road is designated for future development of a road and paved bike path as part of the proposed Springhills development.

Fiscal Recommendation

Funding would come from the Parks Operating Budget

Fiscal Alternative(s)

None

Funding Sources

General Fund and MSTU

Account Code(s)

001-4100 & 008-4100

Attachment: NW 83 St Bike Trail.pdf

NW 83rd Street Bike Trail
(NW 39th Ave-NW 53rd Ave)

1. Local bike enthusiasts will volunteer their time to layout and develop the unimproved mountain bike trail
2. The project will be done in phases
 - a. Phase 1 (Cost estimate: \$3,000)
 - i. Mark ROW
 1. No Trespassing-Private Property Signs
 - ii. Layout Trail
 1. Figure-8 loop trail crossing at creek culvert
 - iii. Develop Trail
 1. Underbrush
 - a. No large regulated trees removed
 2. Minimize erosion on slopes
 3. Install minimal wood fencing each side of creek culvert
 4. Trail identification And directional markers
 - a. reflective aluminum markers on posts
 5. Trail Head
 - a. Kiosk
 - b. Signage
 - i. Unimproved mountain bike trail
 - ii. Use at own risk
 - c. Possible trail map
 6. Walk/bike access through gate at south end (NW 39th Ave)
 - b. Phase 2 (Cost estimate: TBD)
 - i. Determine need for parking areas based on trail usage
 1. Parking at north trail head consists of off pavement parking between trees. Minimal work needed.
 2. Parking at south end more challenging
 - a. Grass parking on west side of current access road approximately 500 ft north of NW 39th Ave
 - b. May require intersection improvements at NW 39th Ave including additional traffic light
 3. A midway parking area may be possible by arranging use of the parking area in the Health Park as shown on the map. There is already a mowed access the area of the proposed trail.

Phase 2 is dependent upon the proposed Spring Hill development and its impacts on the NW 83rd Street right -of-way north of NW 39th Avenue.



June 14, 2011 Regular BoCC Meeting
Agenda Item #19

Title

Agreement for the Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301 (Amended)

Amount

\$494,439.79

Description

Request approval of Change Order No. 2 to the Construction Agreement for the Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301 to modify the specifications to include the Gainesville Golf and Country Club/Prairie View subdivisions.

Recommendation

Approve Change Order No. 2 to the Construction Agreement for the Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301 to modify the specifications to include the Gainesville Golf and Country Club and Prairie View subdivisions.

Alternative(s)

Do not approve and provide staff with direction

Requested By

Richard Hedrick, (Contact: Dave Cerlanek 352-374-5245 ext. 1214)

Originating Department

Public Works

Attachment(s) Description

Change Order No. 2 Gainesville Golf & Country / Prairie View Location Map Gainesville Golf & Country / Prairie View Construction Limits/Layout

Documents Requiring Action

Change Order No. 2

Executive Summary

Alachua County entered into an agreement with V.E. Whitehurst & Sons, Inc on September 22, 2009 for general Annual Concrete Asphaltic Surfacing Services. Alachua County also entered into an agreement with V.E. Whitehurst and Sons, Inc on February 8, 2011 for the Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301. On August 10, 2010 the Board of County Commissioners established a Special Assessment District for the resurfacing of Gainesville Golf & Country Club and Prairie View Subdivisions. Change Order No. 2 to the Construction Agreement for the Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301 is to modify the specifications to include the Gainesville Golf & Country Club/Prairie View subdivisions. Approval of Change Order No. 2 will save the County approximately \$180,000 versus using the general Annual Concrete Asphaltic Surfacing agreement with V.E. Whitehurst & Sons, Inc. Per the Contract Documents, changes in contract specifications can only be approved by the Board.

Background

Bid #10-07, Annual Concrete Asphaltic Surfacing opened May 6, 2009. Public Works staff reviewed the bids and the lowest most responsive and responsible bidders were V.E. Whitehurst & Sons, Inc and John C Hipp Construction Company, Inc. Contracts were awarded to both vendors on September 22, 2009 and the contracts expire September 30, 2012. Public Works

staff plans to use the agreement with John C Hipp Construction for the initial structural layer for CR 231 in the Summer of 2011 and use the agreement with V.E. Whitehurst & Sons, Inc for the resurfacing of the Gainesville Golf & Country Club/Prairie View Subdivisions in the Summer of 2011. Bid #10-429; Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301 Avenue was opened November 17, 2010. Public Works staff reviewed the bids and the lowest most responsive and responsible bidder was V. E. Whitehurst & Sons, Inc and was awarded the contract on February 8, 2011. On August 10, 2010 the Board of County Commissioners established a Special Assessment District for the resurfacing of Gainesville Golf & Country Club and Prairie View Subdivisions. Approval of Change Order No. 2 to the Construction Agreement for the Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301 to include Gainesville Golf & Country Club and Prairie View will save the County approximately \$180,000 versus using the Annual Concrete Asphaltic Surfacing agreement with V.E. Whitehurst & Sons, Inc. Per the Contract Documents, changes in contract specifications can only be approved by the Board.

Issues

Maintenance of County Roadway Infrastructure

Fiscal Recommendation

Pending approval of the \$9.5 million bank term loan by the Board on June 14, 2011 for the Local Option Gas Tax Projects of which \$500,000 is designated for the Gainesville Golf and Country Club Assessment sufficient funds will exist for this change order. Approval of change order will save approximately \$180,000 in construction costs

Fiscal Alternative(s)

N/A

Funding Sources

Special Assessment District Revenues

Account Code(s)

304-7917-541-6398, 304-7918-541-6398

Attachment: GGCC_PrairieView_LocationMap.pdf

Attachment: whithurstCO2CR235Final.pdf

Attachment: GGCC_PrairieView_Layout.pdf

CHANGE ORDER NO. 2

Project No. 6361 Project Name: Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301
Contractor: V.E. Whitehurst and Sons, Inc

Description of Change to Contract:

Specification modification to include in the scope of work to resurface Gainesville Golf & Country Club and Prairie View Subdivisions at contract asphalt prices at an additional cost of \$494,439.79. Construction limits and layout are attached.

CONTRACT INFORMATION

Date of Contract February 8, 2011

Original Contract Days 330

Original Contract Amount \$4,203,517.18

Previous Changes to Contract Days 31

Amount of Previous Change Orders \$89,298.85

Changes to Contract Days 0

Amount of this Change Order: \$494,439.79

Revised Contract Amount \$4,787,255.82

Revised Contract Days 361

TOTAL CHANGE ORDERS - % of Original 13.89%

EXECUTION OF AGREEMENT

ALACHUA COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

BY: Lee Pinkoson

Lee Pinkoson, Chair

ATTEST: J. Kirby

J. KIRBY, CLERK

APPROVED AS TO FORM

Robert L. Bryant

Alachua County Attorney's Office

CONTRACTOR:

V.E. WHITEHURST & SONS, INC.

BY: William E. Whitehurst

PRINT: WILLIAM E. WHITEHURST

TITLE: PRESIDENT

ATTEST: (by corporate officer)

BY: Cheryl L. Boland

PRINT: J. CHAS. BURESON

TITLE: CONTROLLER / Asst. Sec.

SURETY: WESTERN SURETY COMPANY

BY: Todd S. Bryant

PRINT: TODD S. BRYANT

TITLE: AGENT AND ATTORNEY-IN-FACT

ATTEST: (by corporate officer)

BY: Cheryl L. Boland

PRINT: CHERYL L. BOLAND

TITLE: ATTORNEY-IN-FACT

CHANGE ORDER NO. 2

Description of changes to contract:

Additional cost for additional work associated with resurfacing Gainesville Golf and Country Club / Prairie View Subdivisions as shown in attached construction limits and layout. Details of work are as follows:

- Contractor shall mill roadways to base (1.5" avg. depth). Mill material shall be delivered to Minnie Crown pit immediately south of Archer Road on SW 63rd Blvd.
- Contractor shall prime and cover exposed base. No shaping, rolling or clean-up of base will be required by the Contractor. County staff and equipment will be on-site with broom, roller and blowers in the event the milled surface is not acceptable. Contractor shall place the SP-12.5 surface course the same day the milling occurs.
- Contractor shall pave roadways and place speed tables with SP 12.5 (1.5" avg. depth). RAP material will be allowed. The Contractor shall provide daily QC per FDOT spec and provide the results. County will generate random sample locations and provide verification testing. No density or cores testing will be performed resulting in no composite pay factor. Bituminous adjustment will be applied from November 2010.
- The County shall provide all MOT and striping. The Contractor will be allowed to enter the roadway no earlier than 8:15 am to begin work and will be required to exit the roadway by 5:00 pm. The Contractor shall be permitted to work Monday through Friday each week.

Increases (decreases):

Gainesville Golf & Country Club

a) Mill Existing Pvmnt (1.5" Avg Depth):	48943 SY x \$1.41/SY	=	\$69,009.63
b) Prime/Cover:	4895 GAL x \$5.10/GAL	=	\$24,964.50
c) SP 12.5, Traffic B:	4038 TN x \$71.70/TN	=	\$289,524.60
d) Miscellaneous Asphalt (Speed Tables)	69 TN x \$200.00/TN	=	\$13,800.00
e) Contingency (5%- Bit Adjustment)		=	\$19,864.94
	TOTAL	=	\$417,163.67

Prairie View

a) Mill Existing Pvmnt (1.5" Avg Depth):	9390 SY x \$1.41/SY	=	\$13,239.90
b) Prime/Cover:	939 GAL x \$5.10/GAL	=	\$4,788.90
c) SP 12.5, Traffic B:	775 TN x \$71.70/TN	=	\$55,567.50
d) Contingency (5%- Bit Adjustment)		=	\$3,679.82
	TOTAL	=	\$77,276.12

Attached: Gainesville Golf & Country Club / Prairie View Special Assessment District
Construction Limits / Layout

Location Map

Gainesville Golf & Country

Prairie View

Legend

- Gainesville Golf & Country
- Prairie View
- Roadways



Prepared by: Brian Singleton
 Agency: Alachua County Public Works
 Date: Sept 21, 2010



June 14, 2011 Regular BoCC Meeting
Agenda Item #20

Title

Kanapaha Park, Squirrel Ridge Park CIP (Amended)

Amount

\$300,000.00

Description

Presentation of a report on use of Park Impact Fees for Kanapaha Park sports field lighting

Recommendation

Hear presentation of a report on use of park Impact Fees for Kanapaha Park sports field lighting and provide direction to staff

Alternative(s)

None

Requested By

Richard Hedrick 352-374-5245 x 1211

Originating Department

Public Works

Attachment(s) Description

Kanapaha Lighting and Impact Fee Chronology Kanapaha Park Community Center and Impact Fee Report Revised

Documents Requiring Action

None

Executive Summary

Over the past several months beginning February 8, 2011, a citizen requested the use of Park Impact Fees to install sports lighting at Kanapaha Park. Staff has recommended the project be considered as part of the CIP process and stated that a restroom at Squirrel Ridge Park would be an alternate project for use of the Park Impact Fees

Background

Over the past several months beginning February 8, 2011, a citizen has addressed the Board during Public Comments requesting that sports field lighting be installed at the Kanapaha Park soccer fields. The number of soccer clubs using the facility and the future construction of the Kanapaha Park Community Center were cited as justification for the sports field lighting. At the February 8, 2011 meeting the Board directed the Manager to meet with the citizen to hear the concerns, provide a report to the Board at the next or subsequent meeting, and to let the citizen know when the report would be presented to the Board. The Manager has met with the citizen and staff has generated several reports concerning this and other related issues but the reports have not been presented to the Board at a public meeting for discussion. Staff has recommended the Kanapaha Park sports field lighting be considered during the normal CIP process along with other park projects. Staff has also stated that a restroom at Squirrel Ridge Park would be a higher priority than sports field lighting.

Issues

Considering CIP projects apart from the normal CIP process

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

Park Impact Fees

Account Code(s)

339-41xx-572.63-98

Attachment: Kanapaha Lighting and Impact Fee Chronology.pdf

Attachment: Kanapaha Park Community Center and Impact Fee Report 5 31 11 REVISED.pdf

Chronology of Kanapaha Park Lighting, Restroom, and use of Park Impact Fees

2/8/11 Board Meeting: Ms. Robbins addresses Board during public comments regarding the porti-potties and sports field lighting at Kanapaha Park, use of Park Impact Fees for the sports lighting, and the soccer contract at Jonesville Park. The Board directs the Manager to meet with Ms. Robbins to hear her concerns, provide a report to the Board at the next or following meeting, and let Ms. Robbins know when the report will be discussed at the Board meeting.

3/2/11 Report: Prior to the meeting between Ms. Robbins and the Manager, a report dated 2/15/11 was submitted regarding the Kanapaha Park sports lighting, use of Park Impact Fees, and the Jonesville soccer field lighting and management contract.

3/9/11 Report: Prior to the meeting between Ms. Robbins and the Manager, a report was submitted about regarding the restrooms at Kanapaha Park.

5/5/11 Manager Meeting: The Manager met with Ms. Robbins and R. Avery regarding the Kanapaha Park soccer field lighting and the Jonesville soccer field management agreement. R. Avery to provide Ms. Robbins the Board's budget/CIP meeting dates so she can participate in the CIP discussions.

5/10/11 Board Meeting: Ms. Robbins addresses Board during public comments regarding Kanapaha Park sports lighting, the number of soccer groups using the fields, use of impact fee for the lighting vs. Squirrel Ridge Park restroom. The Board thanks Ms. Robbins for her comments. Later during the Kanapaha Community Center agenda item the Board approves the community center construction documents with a budget of \$1.4 million and asks for information regarding use of Park Impact Fees for the community center in place of General Fund.

5/11/11: Ms. Robbins is provided the Board's budget/CIP meeting schedule.

5/24/11 Board Meeting: Ms. Robbins addresses the Board during public comments concerning the Kanapaha sports field lighting, meeting with Mr. Reid, the report that was to be discussed in a public meeting and use of Impact Fees for the Community Center. Board asks for a report on the previous 2/8/11 action taken by the Board. The Manager stated the report would also include information on use of Impact Fees for the Community Center.

5/31/11 Report: Report submitted regarding use of Impact Fees for the Community Center, Kanapaha Park soccer field lighting, and the Squirrel Ridge Park restroom.

**Kanapaha Park Community Center
and Park Impact Fees
May 31, 2011 Revised**

On May 10, 2011, the Board approved the construction drawings for the Kanapaha Park Community Center and requested information regarding use of Park Impact Fees to replace General Fund revenue for the Community Center project. Following is the requested information.

Wild Spaces Public Places (WSPP) and Park Impact Fees

In 2008 the proposed two year Wild Spaces Public Places sales tax referendum was approved by the voters. The Kanapaha Park Community Center was the County's project for use of the sales tax revenue. The sales tax revenue was originally projected to generate \$1.9 million for the community center project. With the downturn in the economy it was recommended that only \$650,000 be considered available for the project. At the conclusion of the two year sales tax in 2010 the actual WSPP revenue available for the project was \$1,152,000.

Park Impact Fees are collected countywide and can be used for new park capital projects throughout the county. Currently there is \$590,000 available for park projects.

Following is the total funding available using WSPP and Park Impact Fee revenue:

WSPP	\$1,152,000
Park Impact Fees	<u>\$590,000</u>
Total Available	\$1,742,000

Kanapaha Park Community Center

On August 31, 2010, the Board reduced the Community Center project budget from \$2 million to \$1.4 million. The proposed funding for the project at that time was:

WSPP (estimated)	\$650,000
Impact Fee	\$310,000
General Fund	<u>\$440,000</u>
Total	\$1,400,000

On May 10, 2011, the Board approved the construction drawings for the \$1.4 million Kanapaha Park Community Center. As part of the May 10th discussion the Board wanted to consider using Impact Fee revenue to replace General Fund revenue for the project. Funding the project using Impact Fee revenue in place of General Fund revenue follows:

WSPP	\$1,152,000
Park Impact Fees	<u>\$590,000</u>
Total Available	\$1,742,000
Kanapaha Community Center	<u>-\$1,400,000</u>
Impact Fee Balance Available	\$342,000

FY2011-FY2015 CIP

Attachment A is the FY2011-15 CIP for Parks. It is provided to show what the Board has previously approved and planned for as funding priorities. The FY2011 is the adopted CIP, the FY2012 is a planned CIP, and the projects in FY2013-15 are proposed CIP projects.

Note that in FY2013 restrooms at Squirrel Ridge Park and Lake Alto Park are proposed for construction out of fund 318 (General/MSTU) while the Lake Kanapaha Park project is funded by Impact Fees beginning FY2012 through FY2015. The \$200,000 per year in Park Impact Fee revenue was an estimate. The revised estimated for the Park Impact Fee revenue is now \$95,000 per year.

Squirrel Ridge Park Restroom

Due to complaints from neighbors of Squirrel Ridge Park a request was made to move CIP funding from Grove Park to Squirrel Ridge Park for the construction of a restroom. On May 18, 2010, the Board directed that the proposed Squirrel Ridge Park restroom be deleted from the FY2011 CIP and porti-potties be placed at the park. The estimated cost for the restroom is around \$256,000. This includes design, engineering, permits, site work, water/waste water connections and meters, construction, ADA parking access, landscaping, and contingency. This project is in the FY2011-15 CIP for potential funding in FY2013.

Kanapaha Park Soccer Field Lighting

The initial infrastructure for sports field lighting at Kanapaha Park will be included in the construction of the Community Center. This will include the installation of the appropriately sized transformer and conduit to the community center where the future sports lighting electrical gear will be housed.

The purchase and installation of lights for the two soccer fields at Kanapaha Park will cost approximately \$250,000 (Attachment B). This is for the purchase and installation of the pole, light fixtures, and controller. Additional costs would include design costs, materials and labor to install conduit, wire, electrical panels, and contingency. The total estimated installed cost for all work is \$300,000. Kanapaha Park is a heavily used park by individuals, families, and various soccer and baseball/softball clubs. The number of park users, soccer clubs, and the construction of the community center are cited as a basis for this project.

Staff Recommendation

Staff's recommendation is that the construction of a restroom at Squirrel Ridge Park be a higher priority than lighting of the soccer fields at Kanapaha Park. Restrooms are a basic amenity for a park. A restroom at Squirrel Ridge Park will replace the porti-potties placed there to temporarily meet the needs of the park users.

Attachment A

Project CIP Estimates Report - Grouped by: Project Manager, CIP Category

Alachua County Government

FY2011 Adopted & FY2012 Planned Budget

Project	CIP Total	Appro. To Date	FY 2011 Budget	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	Future Funding
<u>Robert Avery</u>								
08 - Parks (318)								
09PK02 - Owens-Illinois Park Picnic Area	129,700	129,700	0	0	0	0	0	0
Expansion of the picnic area with shelters, tables, and grills.								
09PK03 - Santa Fe Lake Park Restroom	240,130	240,130	0	0	0	0	0	0
Replacement of existing restroom at Santa Fe Lake Park								
10PK03 - Poe Springs Park	112,000	112,000	0	0	0	0	0	0
Repair and renovation to the springs steps and retaining wall.								
11PK01 - Owens-Illinois Park Boardwalk & Pier	225,000	0	0	85,000	90,000	50,000	0	0
Development of a Fishing Pier and Boardwalk at Owens-Illinois Park								
11PK02 - M.K. Rawlings Picnic Area	80,980	0	0	80,980	0	0	0	0
Expansion of the picnic area with shelters, tables, and grills								
12PK01 - Lake Alto Park Restroom & Floating Dock	220,000	0	0	0	220,000	0	0	0
Construction of a Restroom and Floating Dock at Lake Alto Park								
12PK02 - Squirrel Ridge Park Restroom	255,980	0	0	0	255,980	0	0	0
Construction of a restroom at Squirrel Ridge Park.								
Increased park usage including rugby and soccer requires the addition of a restroom at Squirrel Ridge Park. There has been requests by neighbors of the park for a restroom due to the amount of activity at Squirrel Ridge Park.								
13PK01 - Lake Alto Park Picnic Area	230,000	0	0	0	0	230,000	0	0
Development of a picnic area with shelters, tables and grills, playground, basketball court, volleyball court								
13PK02 - Park Project To Be Named Later	430,000	0	0	0	30,000	30,000	370,000	120,000
Project to be entered as per the County's Park Master Plan								
13PK03 - Regional Trails	451,960	0	0	0	0	255,980	195,980	415,980
Development of a regional trail system to tie into the State trail system.								
08 - Parks (318)	2,375,750	481,830	0	165,980	595,980	565,980	565,980	535,980

14 - Impact Fee: Parks (339)

08PK03 - Jonesville Park Soccer Field Lighting	215,000	215,000	0	0	0	0	0	0
The illumination of two of the six Jonesville Park soccer fields.								
08PK01 - Forest Park Sports Lighting	187,641	187,641	0	0	0	0	0	0
Installation of soccer field lighting at Forest Park.								
Project on hold due to the pending transfer of Forest Park to the City of Gainesville. Anticipate deleting this project.								

Project CIP Estimates Report - Grouped by: Project Manager, CIP Category

Alachua County Government

FY2011 Adopted & FY2012 Planned Budget

Project	CIP Total	Appro. To Date	FY 2011 Budget	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	Future Funding
<u>Robert Avery</u>								
14 - Impact Fee: Parks (339)								
11PK04 - Kanapaha Park Community Center	310,000	310,000	0	0	0	0	0	0
Funding enhancement for the WSPP Kanapaha Park Community Center								
12PK03 - Lake Kanapaha Park Development	800,000	0	0	200,000	200,000	200,000	200,000	0
Develop a Resource Based Park at Lake Kanapaha								
14 - Impact Fee: Parks (339)	1,522,641	722,641	0	200,000	200,000	200,000	200,000	0
348 - 2007 P.I. Revenue Bond, Parks								
08PK01 - Jonesville Park Development	6,110,680	6,110,680	0	0	0	0	0	0
87 Acre Regional Park Design & Engineering Six Soccer Fields Soccer Field Concession/Restroom Soccer field sports lighting 14 clay tennis Courts with proshop and restroom 4-ball field complex with restroom & concession Picnic area with shelters, restroom, playground, volleyball courts Related parking and general park lighting, landscaping, sidewalks, and infrastructure								
08PK02 - SE 35th Street Neighborhood Park	1,421,800	1,421,800	0	0	0	0	0	0
27 Acre Neighborhood Park Multipurpose field, 2-basketball courts, 2-volleyball courts, picnic area with shelters, restroom, trails, parking, infrastructure, and security site. This project is comprised of a design and construction phase.								
348 - 2007 P.I. Revenue Bond, Parks	7,532,480	7,532,480	0	0	0	0	0	0
Robert Avery	11,436,871	8,736,951	0	305,980	795,980	785,980	785,980	535,980

Attachment B

Corporate: 100 1st Ave West • PO Box 808 • Oskaloosa, IA 52577 • 641/673-0411 • 800/825-6020 • Fax: 641/673-4852
Manufacturing: 2107 Stewart Road • PO Box 260 • Muscatine, IA 52761 • 563/263-2281 • 800/756-1205 • Fax: 800/374-6402
Web: www.musco.com • **Email:** lighting@musco.com



October 19, 2010

Robert Avery
Alachua County

Re: Budget estimate for Kanapaha Park

Thank you for your interest in Musco's Green Generation Lighting[®] technology. We are pleased to present this information for your preliminary planning purposes. This estimate outlines the benefits, products, and services Musco would provide. Financing solutions provided by Musco Finance are available to minimize any funding challenges you have, subject to credit approval.

This estimate includes Musco lighting equipment only, delivered to site. Musco will provide our Light-Structure Green[™] – engineered from foundation-to-poletop in 5 Easy Pieces[™] – and Control-Link[®] systems. Offloading, assembly and installation of the Musco equipment, installation of branch circuits from main disconnect panel to each pole location and installation of the main disconnect panel by a licensed electrical contractor will be provided by others.

We estimate your lighting project will cost:

	<u>Materials</u>	<u>Install</u>
Soccer Fields (30 foot-candles) Field size of 360 x 225 for (2) soccer fields	\$160,000 - \$170,000	\$70,000 - \$80,000
Softball Field (50/30 foot-candles) Field size of 285/285/285 for (1) 60 ft base path softball field	\$88,000 - \$98,000	\$35,000 - \$45,000
Basketball Court (40 foot-candles) Field size of (1) basketball court	\$19,000 - \$25,000	\$8,000 - \$12,000
Sand Volleyball Courts (30 foot-candles) Field size of (2) sand volleyball courts	\$19,000 - \$25,000	\$8,000 - \$12,000
Roller Hockey Rink (30 foot-candles) Field size of 200 x 110 for (1) roller hockey rink	\$42,000 - \$48,000	\$20,000 - \$25,000
Tennis Courts (30 foot-candles) Field size of (8) tennis courts (2 sets of 4 courts side by side)	\$95,000 - \$105,000	\$30,000 - \$40,000

Light-Structure Green System Benefits

- **50% Less Operating Cost:** Musco's Light-Structure Green reduces life-cycle operating costs by half or more compared to prior technology designed for the same light levels, through energy efficiency, plus controls and maintenance savings.

Lighting . . . We Make It Happen.

June 14, 2011 Regular BoCC Meeting
Agenda Item #21

Title

Budget Amendment to Transfer \$420,000 from E911 Fund to CCC Personal Services for the Purchase of Consoles (Amended)

Amount

\$420,000.00

Description

Request approval of a One-time budget transfer of \$420,000 of E911 funds to CCC personal services account for the purchase of 28 dispatcher and call taker consoles.

Recommendation

Approve the budget amendment to transfer \$420,000 E911 Funds to CCC Personal Services for the purchase of consoles

Alternative(s)

Do not approve the budget amendment and direct staff

Requested By

Linda Jones, CCC, 367-4080; Keith Godwin, 338-7361

Originating Department

Public Safety

Attachment(s) Description

Budget Amendment

Documents Requiring Action

Budget Amendment

Executive Summary

The Combined Communications Center (CCC) management has requested a one-time transfer of \$420,000 in statutorily governed (365.172 F.S.) E911 funds to the CCC personal services. CCC will then transfer \$420,000 from personal salaries to capital outlay for the purchase of 28 dispatcher/call taker consoles for the CCC. Per CCC management, the capital budget is insufficient to replace the consoles due to budget cuts and, management has subsequently requested the County E911 Office to fund the capital purchase in CCC. Of the 28 positions in CCC requiring console replacement, 12 are 911 dispatcher positions, 2 are supervisors, 10 are radio dispatch, and 4 are both radio dispatch and non-emergency call taking.

Background

When the Consolidated 911 center opened in 2000, the dispatcher and call taker consoles were new. With 24 X 7 X 365 operations, the current consoles are in need of replacement. The product vendor, Xybiz Inc., no longer provides service or parts for these consoles. Many will not raise or lower and many cabinet doors are missing and desktop computer trays are broken and inoperable. Facilities Management has in the past repaired some of the broken features of the consoles but the problems now are beyond their ability as parts from the original manufacturer are needed such as motors and associated electronic components. Per the Combined Communications Center (CCC) management, the capital budget was eliminated due to budget reductions. The E911 funds are statutorily governed by F.S. 365.172. Call taker salaries are an allowable expense of E911 funds. The E911 fund will transfer \$420,000 to CCC Personal Services and then the CCC will transfer \$420,000 from personal services to capital

outlay in order to purchase the consoles.

Issues

The transfer from E911 Capital Reserve will reduce the reserve from \$993,221 to \$573,221. Because the Sheriff's Office is not able to carryover funds from year to year, the funds will only be transferred if CCC is able to complete the purchase of consoles by September 30, 2011. If CCC is unable to complete the purchase and installation process by September 30, 2011, the transfer will be placed in the FY12 Budget as a carryforward.

Fiscal Recommendation

Budget transfer from E911 Reserve for Capital Outlay to CCC Personal Services for \$420,000 for the purchase of consoles

Fiscal Alternative(s)

n/a

Funding Sources

E911 Fund

Account Code(s)

126-5440-various and 144-various

Attachment: CCC Transfer 06142011.pdf

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	8C11-169
GROUP NUMBER	4987
PERIOD/DATE	09/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	E911 Fund	Public Safety/E911	Transfer Out to CCC	126-5440-581.91-11		420,000
2	E911 Grant Fund	Public Safety/E911	Reserve for Cap Outlay	126-5440-529.99-23		(420,000)
3	Combined Communications Ct	Non Departmental	Transfer from E911	144-0000-381.90-01	420,000	
4	Combined Communications Ct	Sheriff-Communications	Operating Transfer Out-Pers Serv	144-7150-581.91-91		420,000
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

2011 MAY 24 P 3:25
 ALACHUA COUNTY BMS

RECEIVED

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS	420,000	420,000
COMBINED TOTAL	840,000	

PERFORMANCE RESULTS: The Combined Communications Center (CCC) has identified an urgent need to replace 28 call taker/dispatcher consoles in the CCC. The Office has sufficient reserve funds for a one time transfer to CCC Personal Services. The Sheriff has agreed to transfer the same amount from CCC personnel services and purchases call taker/dispatcher consoles. This will reduce the E911 reserve from \$993,221.00 to \$573,221.00

PREPARED BY: *Alar* *Alar*
 ANALYST: *Valinski* *Valinski*
 DIRECTOR / OFFICE OF MANAGEMENT AND BUDGET: *Suzanne*
 CHAIR OR COUNTY MANAGER: *Alar*

June 14, 2011 Regular BoCC Meeting
Agenda Item #22

Title

Respite Care for Homeless pilot program: Interlocal Agreement with City of Gainesville to jointly fund the program (Amended)

Amount

\$2,600.00

Description

Request Approval of the Interlocal Agreement with City of Gainesville to jointly fund Respite Care for Homeless pilot program services

Recommendation

Direct the County Manager to develop and present to the BOCC at a future meeting an interlocal agreement with the City of Gainesville to jointly fund a pilot respite program for homeless discharges of area hospitals.

Alternative(s)

Do not request County Manager to develop interlocal agreement

Requested By

Elmira K Warren/ John Skelly/ Cathie Whitney 264-6706

Originating Department

Community Support Services

Attachment(s) Description

Homeless Respite PowerPoint

Documents Requiring Action

None

Executive Summary

The Implementation Committee (IMPCOM) for the 10 Year Plan to End Homelessness has recommended that the County and City of Gainesville jointly fund a 6 month pilot project to provide respite care to homeless persons who are temporarily in need of sanitary conditions, access to bathrooms, food and other non-medical services following discharge from Shands and North Florida Regional hospitals.

Background

In the summer of 2010 the IMPCOM became aware of the existing situation that homeless persons who were being discharged from hospital care, sometimes returned to a homeless condition without access to such things that housed discharges would normally have access to, things and conditions that are necessary to recover from medical procedures performed while they were in the hospital. Such things as access to sanitary sleeping and eating conditions, bathroom facilities, refrigeration (for some prescription drugs), telephone, food, area to rest with elevated limbs, and a specific location where medical staff could locate the discharger to provide any additional (post discharge) medical care such as IV medication, wound bandage changes, etc. IMPCOM created an ad hoc committee to establish the degree of need for such services, possible models for delivering such services, possible funding sources for such services, etc. In collaboration with representatives of both local hospitals, Helping Hands Clinic and the Alachua County Health Department, the Office on Homelessness, City of Gainesville staff and the Poverty

Reduction Program, the committee developed a report to the IMPCOM and presented that report on March 28, 2011. IMPCOM developed voted unanimously to present a request to the City and County Commissions requesting funding for a 6 month pilot project that would be located at Saint Francis House, to provide 2 guaranteed homeless repite beds and specified services for a cost of \$5,200 over a 6 month pilot period. Referrals to those beds for respite care would only be made by the 2 hospitals. This pilot would provide the temporary and needed conditions for recovery, determine whether the 32 respite beds were sufficient to serve the 5 to 9 homeless individuals discharged per month (cumulatively) by the 2 hospitals, free up hospital rooms needed by both hospitals (that are currently used to house homeless persons longer than is necessary for housed persons), and reduce costs of providing medical care at the jail to homeless persons who become arrested in order to receive such respite and medical care in a sanitary facility.

Issues

The \$2,600 Alachua County share of funding could be provided using existing allocations within the Poverty Reduction Program operational expenses budget.

Fiscal Recommendation

Sufficient funds exist in the FY 2010-2011 Community Support Services budget to support this project.

Fiscal Alternative(s)

None

Funding Sources

General Fund

Account Code(s)

TBD

5/31/2011



Homeless Respite



Committee Members and Contributors

- Alachua County Health Dept.
- North Florida Regional
- Shands
- Helping Hands Clinic
- St. Francis House
- Community Activists
- Alachua County Poverty Reduction Program
- Gainesville/Alachua County Office on Homelessness



The Committee ...

- Considered the current situation
 - Resources
 - Expenditures
- Reviewed models in other communities
- Provided recommendations
 - Services
 - Cost



Background

- Number of homeless being discharged who would benefit from respite:
 - Shands: 5-7 per month
 - N. FL Regional Medical Ctr: 1-2 per month
- Patients are being discharged by a team of physician and case manager
 - Based on resources
- Homeless being discharged are able to attend to Activities of Daily Living
 - Some need home care, mechanical assistance, IV antibiotics



Current Resources

- Patients with medical needs are retained in hospital or discharged to appropriate facility including motels when needed
 - Hospital pays for home health, other medical services and shelter
- Sunshine Inn – one room (working on adding phone)
- Other shelter – \$2,500 from City (contract ends 6/30/11)
 - Limited to \$20 per night (=125 nights)
 - Shands covers deficit



Current Resources

- Alachua County Health Dept. Medical Home Program
 - Transitional medical care
 - Enrollment in ongoing primary care
 - Case Management
 - Medical care
 - Third party coverage
 - Barriers to participating in health care and self care



Unmet Needs

Convalescence after hospital service

- Shelter: out of the elements
- Hygiene facilities including sink, shower, clean linens and towels, soap, etc.
- Furniture including bed, recliner/chair with foot stool
- Electricity for food storage/prep, medical equipment
- Food
- Phone



How Homeless Respite is Typically Funded

- Hospital
- Local government
- Private donations
- Foundations
- Federally Qualified Health Center homeless



Models Considered

- Medical respite
- Stand alone facility (apartment)
- Motel rooms
- GRACE Marketplace
- Adding capacity to Marketplace
- St. Francis House



Model: Medical Respite

- | | |
|---|--|
| <ul style="list-style-type: none"> • Advantages <ul style="list-style-type: none"> – Medical care – Case management – Transportation – Meals – Substance abuse – Referrals to housing – Other services | <ul style="list-style-type: none"> • Disadvantages <ul style="list-style-type: none"> – Costly – No local economy of scale |
|---|--|



Model: Apartment

- Advantages
 - 24 hour access
 - Facilitate delivery of medical care
- Disadvantages
 - Housekeeping
 - Food prep and shopping
 - Roommate issues
 - Cost



Model: Motel

- Advantages
 - 24 hour access
 - Facilitate delivery of needed medical care
- Disadvantages
 - No access to prepared meals or food prep area
 - Access to laundry
 - Access to case management
 - Isolation
 - Cost $\geq$ \$45/night



Model: GRACE Marketplace

- Advantages
 - Offers all needed services
 - No extra cost
- Disadvantages
 - Location
 - Complicates the planning of an already complicated project
 - Not constructed



Model: Additional Facility at GRACE Marketplace

- Advantages
 - Access to all services
 - Phase in service
- Disadvantages
 - Cost
 - Practicality



Model: St. Francis House

- Advantages
 - Has many services
 - Convenient location
 - Designated short stay/medical beds
- Disadvantages
 - Limited rooms for medical care
 - History not consistent with policy for medical access
- Will guarantee beds for \$5,200 per year per bed



Proposed 6 Month Pilot Program for Homeless Respite at SFH

- 2 beds @ \$100/week
 - Includes 3 meals daily, linens and sundries
 - Daytime use of facility
- 2 X \$100 per week X 26 weeks = \$5,200
- To be shared by County and City (\$2,600 each)
- Contract with St. Francis House managed by Alachua County Department of Community Support Services
- Room not scheduled for respite by 5pm will be released for general use by SFH



Elements to Ensure Success

- Shared responsibility
- Expansion of services
- Clear expectations
- Ongoing communication and monitoring



Keys to Success

- Client Expectations
 - Client educated about terms and responsibilities
 - Limited stay
 - Follow rules of St. Francis House
 - Active participation in health care and case management
 - Written description



Responsibilities: Hospital

- Patient can accomplish all Activities of Daily Living
- If patients needs home health, IV meds, etc. the hospital will arrange and pay
- Discharge plan will include length of stay
- Transportation to St. Francis House arranged
- Communication
 - Arrange with St. Francis House
 - Coordinate with Health Department Medical Home Coordinator



Responsibilities: Health Dept.'s Medical Home Program

- Enroll/reinforce Medical Home Program
- Ensure transitional medical services
 - Health Department
 - Primary Care Physician
- Case Management
- Coordination with St. Francis House case manager



Program Oversight

- Committee
 - Hospitals, Health Department, St. Francis House
 - Department of Community Support Services
- Meet monthly for first six months
- Evaluate provider experience
- Include client experience



Our Request

- Approve \$2,600 funding for 6 month pilot
- Authorize entering into Interlocal Agreement
- Authorize extending program an additional 12 months if determined to be successful at a cost of \$5,200 annually.



PROJECT
GRACE

CKVCE

Thank you for
considering our
proposal!





Alachua County Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

June 14, 2011 Regular BoCC Meeting
Agenda Item #23

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 June 14, 2011

1. **Economic Development Position:**

During the presentation of the County Manager Office at our recent budget workshop, a majority of the Board indicated a desire to re-discuss the filling of the position of Economic Development Director. There are currently 11 applicants and two of which have been interviewed with the remaining interviews in July. Staff will continue filling this position unless the Commission reconsiders their direction.

2. **Discussion of Jail Inter-local Agreement:**

Mr. Gerald Newfarmer of Management Partners, Inc. will attend Thursday June 16th at 2:00 for a Special Meeting on the jail. Mr. Newfarmer's firm is sufficient to provide consulting services for the four options being considered by the Board which include, discussion of privatization, managed competition, revised inter-local agreement and preparations to operate the jail under the Board of County Commissioners upon expiration of the 2012 inter-local agreement. From prior meetings it is my understanding that the Commission if entering into an inter-local agreement with the Sheriff desires to consider revising the term, assuring monies allocated to the jail remain in the jail without authorization to transfer to non-jail activities and include performance objectives governing expectations for jail operation and prisoner care. Mr. Newfarmer and the Sheriff will be meeting at 10:00 am Thursday June 16 to discuss what Mr. Newfarmer might do for the Sheriff's Office as part of the review of the jail and the inter-local. The County Attorney and I would seek any additional direction you may have regarding a future review of jail operations.

June 14, 2011 Regular BoCC Meeting
Agenda Item #27

Title

Resolutions to add certain properties acquired through the Alachua County Forever Program to the Alachua County Registry of Protected Public Places. (Amended)

Amount

N/A

Description

Request for the Board to adopt the Attached Resolutions to add certain properties acquired through the Alachua County Forever Program to the Alachua County Registry of Protected Public Places.

Recommendation

Adopt the Attached Resolutions (Exhibits 1-5) to add the entirety of the referenced properties to the Alachua County Registry of Protected Public Places.

Alternative(s)

The Board should adopt the attached Resolutions (Exhibits 8 - 11) to add the referenced properties to the Alachua County Registry of Protected Public Places less and except certain corridors along existing Rights-of-Way for future transportation needs. The Board should also adopt the attached Resolution (Exhibit 5) to add 11 acres to the Sweetwater Preserve to the Alachua County Registry of Protected Public Places.

Requested By

Ramesh P. Buch 264-6804

Originating Department

Environmental Protection

Attachment(s) Description

Exhibit 1: Resolution adding Barr Hammock Preserve to the Alachua County Registry of Protected Public Places. Exhibit 2: Resolution adding Mill Creek Preserve to the Alachua County Registry of Protected Public Places. Exhibit 3: Resolution adding Northeast Flatwoods Preserve to the Alachua County Registry of Protected Public Places. Exhibit 4: Resolution adding Phifer Flatwoods Preserve to the Alachua County Registry of Protected Public Places. Exhibit 5: Resolution adding Sweetwater Preserve to the Alachua County Registry of Protected Public Places. Exhibit 6: Memo from County Attorney to BoCC. Exhibit 7: Ordinance 08-016 placing Protection of County-Owned Lands Acquired or Used for Conservation, Recreation, or Cultural Purposes Referendum on 2008 Ballot. Exhibit 8: Resolution adding Barr Hammock Preserve to the Alachua County Registry of Protected Public Places. Exhibit 9: Resolution adding Mill Creek Preserve to the Alachua County Registry of Protected Public Places. Exhibit 10: Resolution

Documents Requiring Action

Resolutions adding Barr Hammock Preserve, Mill Creek Preserve, Northeast Flatwoods Preserve, Phifer Flatwoods Preserve, and Sweetwater Preserve to the Alachua County Registry of Protected Public Places.

Executive Summary

On November 8, 2008, a majority of the electors approved a charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the

electors voting in a countywide referendum election. Staff is requesting the Alachua County Board of County Commissioners (BoCC) adopt the attached Resolutions (Exhibits 1 - 4) and add the third batch of properties to the Registry. At their April 12, 2010, the BoCC also directed staff to consider excepting from the Registry some lands that may serve a future transportation or other public function. These alternate Resolutions to Exhibits 1 - 4 are attached as Exhibits 8 - 11. Exhibit 5 registers 11 acres already owned by the County that was an inholding to the Sweetwater Preserve.

Background

Members of the BoCC and the community have expressed the concern that the lands owned by the County for the benefit of the public could one day be converted to another use or disposed. This concern was particularly acute with respect to the public investment in conservation lands, now amounting to \$67 million; of which \$32 million was from the County. In response to this concern, on February 14, 2006, the BoCC asked County Attorney Dave Wagner to research options that would increase protection for these lands. On May 2, 2006, Mr. Wagner sent a memo to the BoCC (Exhibit 7) presenting several options. Option #3, a Charter Amendment was chosen by the Board on May 20, 2008 as the preferred route, and Mr. Wagner was directed to prepare an Ordinance that would present the referendum question to the voters. On August 12, 2008, BoCC adopted Ordinance 08-016 (Exhibit 8) to amend the County Charter, subject to referendum approval, to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election. On November 8, 2008, 75% of the electors approved the County Referenda to prevent the sale or conversion of County-owned lands acquired or used for conservation, recreation or cultural purposes without first obtaining approval from a majority the electors voting in a countywide referendum election. On March 22, 2011, the BoCC placed three of nine projects on the Registry. The Commission directed staff to return at the next available meeting with the remaining six for re-consideration. At that April 12, 2011 meeting, the BoCC added Watermelon Pond and Sweetwater Preserve to the Registry. This third batch encompasses 7 separate acquisitions (Exhibits 1-4) rolled up into 4 sites. Each site has a unique Registration document (Exhibit A to Exhibits 1-4) which will be recorded in the County's public records. The Registration document describes the purpose of the acquisition, its location, public values, prohibitions and allowed uses. All these sites have BoCC-approved Management Plans, boundary surveys, and well-documented conservation values on file with the County. Also on April 12, 2011, the BoCC requested staff return with an appropriate area from each site excepted from the Registration Documents that would allow for future non-preservation, public uses. Pursuant to that direction, EPD and Public Works staff met and determined the maximum amount of land necessary for each of the subject four projects. Generally the excepted areas are 25 feet from the existing edge of the rights-of-way. Along Wacahoota Road (Barr Hammock-Hare Tract), the exception is 50 feet. Along the Gainesville-Hawthorne Rail Trail, the exception is 120 feet to encompass CR2082, except for the portion constrained by the Williston Timber Outparcel (Exhibits 8 - 11). The fifth project (Exhibit 5) is Sweetwater Preserve. The Resolution contains a new legal description that now includes the theoretical SE 16th Avenue extension. The extension was part of an old development approval that is no longer in effect as of the County's purchase of the Preserve. The effect of this amendment will be to include this footprint in the Registry, in effect removing the possibility of a roadway through the Preserve. Public Works has affirmed that there is no need for this piece for a future Right of Way and have no objection to it being included with the Preserve acreage and added to the Registry. They have asked for a portion immediately adjacent to Williston Road to be excepted for future transportation and infrastructure uses. If approved, this Registry Document will replace the version previously approved on April 12. Staff is working on the remaining eight projects (encompassing 13 more acquisitions) and will bring them to the BoCC at future meetings.

Issues

Members of the BoCC and the community have expressed the concern that lands owned by the County for the benefit of the public could one day be disposed of or converted to another use. This concern was particularly acute with respect to the public investment in Alachua County Forever lands, now amounting to \$67 million; of which \$32 million was from the County once the Bond Covenants expired (BoCC meeting minutes from February 14, 2006, May 20, 2008, July 8, 2008 and August 12, 2008). The BoCC predicted -- correctly as it turned out -- that the public would support more permanent protection for these lands. Any registered Alachua County Forever property can be converted to a non-conservation use, or disposed of, only if a majority of the voters in an election approved of the conversion or disposal. This may be appropriate as community values change and in the future or a more preferred use may be sought for these lands. In that instance, if the use is acceptable to the majority of the community, they should be able to pass the referendum removing the land from the registry or changing the use. At the previous

two BoCC meetings, there was extensive discussion about the concept of excepting out any of these ACF sites. The genesis of the registry idea arose from a 2006 BoCC policy discussion regarding Alachua County Forever lands. Subsequent BoCC discussions revolved around how to protect these conservation lands once the covenants expired. Each motion to direct staff and the County Attorney was approved unanimously. Ordinance 08-016 that placed the Registry ballot question before the voters contains references to Alachua County Forever lands and the reason for the registry. It was also approved by the BoCC unanimously.

Fiscal Recommendation

n/a

Fiscal Alternative(s)

n/a

Funding Sources

n/a

Account Code(s)

n/a

Attachment: Exhibit 1 Barr Hammock Registry Reso.pdf
Attachment: Exhibit 2 Mill Creek Registry Reso.pdf
Attachment: Exhibit 3 Northeast Flatwoods Registry Reso.pdf
Attachment: Exhibit 4 Phifer Registry Reso.pdf
Attachment: Exhibit 5 Sweetwater Registry Reso Corr.pdf
Attachment: Exhibit 6 CAO memo to BoCC.pdf
Attachment: Exhibit 7 Ordinance 08 016.pdf
Attachment: Exhibit 8 Barr Hammock Registry Reso RW.pdf
Attachment: Exhibit 9 Mill Creek Registry Reso RW.pdf
Attachment: Exhibit 10 Northeast Flatwoods Registry Reso RW.pdf
Attachment: Exhibit 11 Phifer Registry Reso RW.pdf
Attachment: BoCC110614 registry.pptx

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
RESOLUTION 11-64

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE BARR HAMMOCK PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding $\frac{1}{4}$ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

1 lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks
2 and recreational facilities; and

3 WHEREAS, the Board of County Commissioners adopted an ordinance on August 12,
4 2008, to amend the County Charter subject to referendum approval to require that the sale or
5 conversion to another use of county-owned lands acquired or used for conservation, recreation or
6 cultural purposes and placed on a registry of protected property be effective only if approved by a
7 majority of electors in the countywide referendum election; and

8 WHEREAS, on November 8, 2008, a majority of the electors approved the charter
9 amendment to prevent the sale or conversion of county-owned lands acquired or used for
10 conservation, recreation or cultural purposes without first acquiring a majority of vote of the
11 electors voting in a countywide referendum election; and

12 WHEREAS, the Board of County Commissioners desires to place the Barr Hammock
13 Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and
14 identified by name and legal description ("Registered Property") on the "Alachua County Registry
15 of Protected Public Places"; and

16 WHEREAS, it is the intent of the Board of County Commissioners to restrict the
17 Registered Property to uses described in the Notice of Registration to protect the values for which
18 it was acquired ("Public Values").

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

21 **Section 1.** This resolution is adopted pursuant to Section 1.7 of the Alachua County
22 Home Rule Charter.
23

1 **Section 2.** The properties identified in Composite Exhibit "A", Notice of Registration
2 attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of
3 Protected Public Places.
4

5 **Section 3.** Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the
6 Alachua County Registry of Protected Public Places may not be sold or converted to a use
7 resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the
8 electors voting in a countywide referendum election.
9

10 **Section 4.** The County Manager is hereby directed to record this resolution in the Official
11 Records of Alachua County.
12

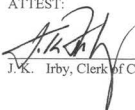
13 **Section 5.** This resolution shall become effective immediately upon adoption.
14

15 DULY ADOPTED in regular session this 14th day of June, 2011.

16
17 BOARD OF COUNTY COMMISSIONERS
18 ALACHUA COUNTY, FLORIDA
19

20
21 By: 
22 Lee Pinkoson, Chair

23 ATTEST:

24 
25 J.K. Irby, Clerk of Court
26

27
28
29
30
31 (SEAL)
32
33

27 APPROVED AS TO FORM

28 
29 Alachua County Attorney
30
31
32
33

I Exhibit A. Barr Hammock Preserve Notice of Registration



NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Barr Hammock Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that Barr Hammock Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a Registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the Registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the Registry, except by a majority vote of the electors in a County-wide election. Barr Hammock Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational resource-based recreational experience. Alachua County has evaluated Barr Hammock Preserve and has determined it is worthy of this level of protection.

GOALS:

Barr Hammock Preserve will be used only for the conservation, protection and enhancement of natural resources, and for outdoor resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Barr Hammock Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by uses, and the provision of nature-based recreational experiences that enhance the visitor's enjoyment and appreciation of Alachua County's natural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in lesser condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and timber thinning. The management plan approved by the County Commission (on file with Alachua County), the FCT Grant Covenants and the NAWCA Notice of Grant Requirements recorded in the public records, all require the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered a *conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

The 5,520-acre Barr Hammock Preserve is located in south central Alachua County between I-75, Wachahoota Road and SR-121, approximately one mile north of the Alachua/Marion County line. It is comprised a portion of Ledwith Prairie, the majority of the

land bridge between Levy and Ledwith Prairies, and large portion of Levy Prairie. Access to the property is through Micanopy Hammock Estates off of SW 3rd Street, via SE 11th Dr off SE Wachahoota Rd and via Wachahoota Rd. Paynes Prairie Preserve State Park is adjacent to Barr Hammock Preserve, and is located just east of the Interstate. The Registered Property is legally described in Exhibit A and a general location map is provided in Exhibit B. A Boundary Survey is on file with Alachua County.

ACQUISITION HISTORY:

Barr Hammock Preserve is comprised of three separate acquisitions under the Alachua County Forever Program (ACF). The 2,302-acre Rayonier Tract acquired on September 26, 2006, the 3,139-acre Whitehurst Tract and the 79-acre Hare Tract, both acquired on March 13, 2009. All of the Barr Hammock Preserve Tracts were funded with funds from the Alachua County Forever Bond Proceeds and the State of Florida, Florida Communities Trust Program (FCT). In addition, the Whitehurst and Hare Tracts were partially funded by the United States Department of Agriculture Fish and Wildlife Service North American Wetlands Conservation Act (NAWCA) Program.

PUBLIC VALUES:

The primary public value of Barr Hammock Preserve is its diverse assemblage of over 20 upland and wetland natural communities providing critical habitat for listed and migratory species. It comprises the land bridge between Ledwith and Levy Prairies, and includes approximately two-thirds of Levy Prairie and a 700-acre portion of Ledwith Prairie. Depending on their water levels, Ledwith and Levy Prairies fluctuate between being lakes and basin marshes, much like the significantly larger and better known Paynes Prairie Preserve State Park. Ledwith Prairie is especially important because it is one of the few large prairie lakes in Alachua County where you can view a natural shoreline uninterrupted by development. At least 20 listed species of plants and animals are known to occur on the site. The Barr Hammock Preserve contains habitat recognized as typically suitable for 25 listed animal species as modeled by the Florida Fish and Wildlife Conservation Commission.

Water Resources. The Barr Hammock Preserve is located in the perforated aquifer zone of Alachua County. This is an area underlain by the Hawthorn Group perforated by numerous karst features that create a direct connection to the Floridan aquifer. Barr Hammock Preserve lies within a drainage basin that extends to the south of Ledwith Prairie and eastward toward Paynes Prairie and westward to Kanapaha Prairie. An area of hardwood forest, traditionally referred to as Barr Hammock, separates Ledwith Prairie from Levy Prairie. These freshwater marshes undergo water level fluctuations that coincide with climatic and seasonal rainfall patterns. During periods of high water, Ledwith drains north to Levy Prairie through a slough in the hardwood forest and as sheet flow through the hydric hammock. Levy Prairie then drains to the west to Kanapaha Prairie where waters from the basin enter the aquifer through Pierson's Sink.

Wildlife. The Property is a key component of a connected landscape that links the Ocala National Forest, Paynes Prairie Preserve State Park, Goethe State Forest, and the Gulf Coast, including the Lower Suwannee National Wildlife Refuge. The majority of the project site falls within the Florida Ecological Greenways Network, developed by the University of Florida and the Florida Department of Environmental Protection, and which is used to help identify the best

opportunities to protect ecological connectivity statewide. The Property also falls within the Florida Natural Areas Inventory's (FNAI) Habitat Conservation Priorities, which prioritizes places that harbor both the greatest number of rare species and those species with the greatest conservation need. In 2007, FNAI determined that this site is a Locally Significant Natural Area (LNA) based on bird habitat and 2,164 acres of FNAI Priority 1-4 Habitat. FNAI Element Occurrences located in or immediately adjacent to the Whitehurst-Levy Lake parcel are for Florida Sandhill Crane and Southern Bald Eagle. Florida Fish and Wildlife Conservation Commission (FWC) have designated 1,491 acres of the Preserve as a Strategic Habitat Conservation Area (SHCA) for the Florida sandhill crane and other wading birds. The SHCA's are an ecological planning and management designation for lands described as "essential to providing some of state's rarest animals, plants, and natural communities with the land base necessary to sustain populations into the future." The FWC's "Closing the Gaps in Florida's Wildlife Habitat Conservation System", 1994 report lists the Preserve's Levy Prairie as important for the twenty-four animal species including: bald eagles, American alligators, various wading birds and turkeys fox squirrel, southeastern American kestrel, limpkin, gopher tortoise, Florida pine snake, and eastern indigo snake.

The Preserve protects wintering grounds, important staging areas, and permanent foraging and nesting habitat, key factors in the sustainability of resident and migratory species. Barr Hammock Preserve is within the Partners in Flight Bird Conservation Area 31 in peninsular Florida and lie within the Atlantic Coast Joint Venture's Orange Creek/Ocklawaha Basin Waterfowl Focus Area. The Preserve provides excellent habitat for numerous endemic and listed avian species, hosting migratory and resident Sandhill Cranes, Wood Storks and several other federal and state listed endangered species, threatened species, and species of special concern. Other species regarded as priority species such as Northern Pintail, Mottled Duck, Lesser Scaup, Mallard, Black Duck, Fulvous Whistling Duck, and Black Bellied Whistling Duck. Herons, Egrets, Ibis and other waterbirds and wading birds utilize the area year-round. The properties in the project area also host neo-tropical migrants. Raptors congregate and forage within the area, notably Swallow-tailed Kite, Northern Harrier, Bald Eagle, Red-shouldered Hawk, Coopers Hawk, Osprey, and American Kestrel. Habitats the prairies provide are suitable for the federally Endangered Whooping Crane.

Habitat. Barr Hammock Preserve contains at least 20 separate plant communities as classified by the FNAI including basin marsh, shrub swamp, prairie Lake, and wet prairie within the Levy Lake basin, mesic flatwoods, hydric hammock, upland mixed forest, baygall, blackwater stream, depression marsh, sinkhole Lake, and basin swamp. The ecological quality of the Property is generally excellent. The hydric hammock is floristically rich and species richness of Levy Prairie is changing since its restoration. The variety of natural communities from herbaceous wetlands to forested, fire-maintained uplands give a broad range of habitats for plants.

Two State Endangered, one Threatened and three Commercially Exploited plants are known to occur on Barr Hammock Preserve. All of these plants are found in the undisturbed hammock and wetland portions of the Preserve. Further inventory of the preserve is likely to reveal additional listed species. FNAI has identified portions of the site as Priority 1 or Priority 2 Potential Habitat for Rare Species. Plant species identified by FNAI as possibly occurring on or near the Preserve include pondspice, incised groove-bur, variable-leaved Indian-plantain, Wagner's spleenwort, Curtiss' spleenwort, ruffled spleenwort, many-flowered grass-pink,

celestial lily, pinewood dainties, giant orchid, florid mountain-mint, silver buckthorn, pinkroot and variable-leaf crownbeard. Protecting listed species populations is a primary management goal for the County.

The ecological values are more fully documented in the Site Evaluation Reports and the adopted Management Plan for the Preserve Tracts on file with Alachua County.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. To the greatest extent possible, improvements will be located to minimize impacts to natural resources, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites. The Barr Hammock Preserve provides outstanding scenic vistas, and excellent opportunities for resource-based recreation such as nature appreciation, photography, hiking and biking. It can also provide opportunities for natural and cultural interpretive and educational programs. An improved parking area and trail head are envisioned to create safe access to the Preserve. The levees surrounding Levy Lake make excellent scenic nature trails. Compatible planned improvements include hiking and biking trails, boardwalks, interpretative signage, benches and other seating areas, a landscaped scenic observation platform and scenic overlooks on Ledwith Prairie, a bench swing and wildlife observation platform on Levy Prairie. Geo-caches are permitted when located close to an existing trail and where access to which would not significantly impact the ecologically sensitive areas. A tetherball court and horseshoe pit or similar minimal recreational improvements are permitted at the parking area or on the northern 15-acre parcel (Tax Parcel Number 16374-004-000). Also permitted are regularly scheduled educational classes or outdoor programs that promote the protection of environmental resources.

A nature center designed to blend in with the environment whose location and use minimizes ecological disturbance to the greatest degree practicable and that is used primarily as an outdoor education and resource-based recreation center is allowed.

Research that is compatible with the above stated goals is acceptable under the appropriate agreements with the County.

The development of up to two residences on site for security purposes that are located in areas that minimizes resource impacts.

Resource Management. The Preserve is in good condition and will require limited restoration and management. The hammock/hardwood forest areas will require exotic plant control. The flatwoods and some of the wetlands require a regular prescribed fire program. Forest management practices will now shift from intensive silvicultural operations to preserving and enhancing the natural resource values of the Preserve. Forest management will focus on converting the remaining pine plantations to uneven-aged, open pine forests with a diverse, native understory to restore, enhance and preserve the ecological values of the pine forests in Barr Hammock Preserve. Tools for restoration may include timber and forest products harvests, re-vegetation, re-contouring earthwork, targeted removal of unwanted species and other practices that further the goals of restoration. Revenue generated from forest management within Barr Hammock Preserve will be used to fund restoration activities in the Preserve or other Alachua County Forever Preserves. The original hunt camp area may be used for the development of resource-based recreational and educational facilities.

Feral animals that pose a threat to the natural resource values of the property will be removed.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, more intensive agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Non-resource-based recreational and non-interpretational signage is prohibited since it creates visual blight and detracts from resource-based recreation in natural areas. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access for mobility-impaired persons engaged in permitted uses on the Preserve. All development that is not associated and that does not enhance the goals of water quality protection, habitat protection and do not further resource-based recreation is prohibited. Use of any of the improvements now or to be constructed on the property must not conflict with the stated goals of this Preserve.



Notice of Registry
Alachua County Registry of Public Protected Places
Barr Hammock Preserve

EXHIBIT A.

LEGAL DESCRIPTION

"Barr Hammock-Whitehurst" tract

EXHIBIT "A" PAGE 1 OF 3

INSTRUMENT # 2490071 5 PGS

Tax Parcel No. 07418-000-000

All Section 23, Township 11 South, Range 19 East, Alachua County, Florida.

Tax Parcel No. 07419-000-000

All of Section 24, Township 11 South, Range 19 East, Alachua County, Florida.

Tax Parcel No. 07421-001-000

A tract of land situated in Section 26, Township 11 South, Range 19 East, Alachua County, Florida, said tract of land being more particularly described as follows: Commence at the Southwest corner of Section 26, Township 11 South, Range 19 East, and run North 01° 56' 12" West, along the West line of said Section 26, 1939.95 feet to the Point of Beginning; thence continue North 01° 56' 12" West, along the West line of said Section 26, 3366.41 feet to the Northwest corner of said Section 26; thence run North 89° 18' 00" East, along the North line of said Section 26, 5317.53 feet to the Northeast corner of said Section 26; thence run South, along the East line of Section 26, 263.06 feet, more or less; thence run South 64° 37' 45" West 1500.92 feet, more or less; thence run South 52° 52' 45" West, 1882.15 feet; thence run South 59° 24' 15" West, 712.30 feet; thence South 59° 23' 15" West, 579.30 feet; thence run South 59° 24' 45" West, 1435.35 feet to the Point of Beginning.

Tax Parcel No. 16374-004-000

Begin at the Northeast corner of Lot 39, Harrison Subdivision of Lot 7 of the Levy Grant, recorded in Chancery Order Book "C," page 432 of the Public Records of Alachua County, Florida, and thence run South 19° 21' 46" West 525.0 feet to a concrete monument and the Point of Beginning; thence continue South 19° 21' 46" West 846.97 feet to a concrete monument and the South line of Lot 39; thence run North 86° 36' 28" West 683.10 feet to a point; thence un North 19° 21' 42" East 232.06 feet to a concrete monument; thence continue North 19° 21' 42" East 722.0 feet to a concrete monument; thence run South 70° 38' 18" East 209.0 feet to a concrete monument; thence run North 19° 21' 43" East 477.57 feet to a concrete monument; thence run South 86° 36' 00" East 267.80 feet to a concrete monument; thence run South 19° 21' 46" West 525.0 feet to a concrete monument; thence run South 86° 35' 56" East 210.0 feet to a concrete monument and the Point of Beginning.

Tax Parcel No. 16472-000-000

All in Lake (all water) in Section 20, Township 11 South, Range 20 East, less and except the following:

Commencing at the Northeast corner of Section 20, Township 11 South, Range 20 East, thence run North 85 1/4 degrees West on South line of Moses E. Levy Grant 25 chains to lake, thence South 33 degrees, 48 minutes East 15 chains to a corner, thence North 67 1/2 degrees East 14 1/2 chains to East line of Section 20, thence North 1.75 chains to beginning, all in the Northeast corner of Section 20, Township 11 South, Range 20 East.

Tax Parcel No. 16476-000-000

That part of Fractional Section in Levy Lake, Less North 1320 feet of West 1757 feet of Section 21, Township 11 South, Range 20 East EXCEPT: That part of the North 1/2 of Fractional Section 21, Township 11 South, Range 20 East, and being more particularly described as follows: Commence at the Northeast corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida,

EXHIBIT "A" - PAGE 2 OF 3

for a point of reference, thence run South 01° 09' 00" West along East line of said Fractional Section 21, a distance of 1721.03 feet to an intersection with the survey center line of State Road No. 93 (I.R. 75), thence continue South 01° 09' 11" West along the said East line of said Fractional Section 21, a distance of 35.83 feet, thence run South 58° 42' 07" West a distance of 216.52 feet to an intersection with the Southwesterly right-of-way line of a 66 foot service road for State Road No. 93 (I.R. 75) and the point of beginning. From said point of beginning, thence run South 35° 15' 29" East along the said Southwesterly right-of-way line a distance of 25.0 feet, thence run South 58° 42' 07" West a distance of 155.96 feet to an intersection with the East property line of the Allen Richards property, thence run North 04° 07' 55" East along the said East line of the Allen Richards property a distance of 245.16 feet to an intersection with the said Southwesterly right-of-way line of the 66 foot service road for State Road No. 93 (I.R. 75), thence run South 35° 15' 29" East along the said Southwesterly right-of-way line a distance of 175.12 feet to the point of beginning.

Tax Parcel No. 16471-001-000

A tract of land being Section 19, Township 11 South, Range 20 East, Alachua County, Florida, LESS the following described parcel of land: Commence at the Southeast corner of Section 19, Township 11 South, Range 20 East, and run South 89° 18' 00" West, along the South line of said Section 19, 71.13 feet to the Point of Beginning; thence run North 40° 34' 15" West, 1602.79 feet; thence run North 40° 34' 15" West, 1026.75 feet; thence run South 53° 00' 45" West 1355.85 feet; thence run South 81° 57' 45" West, 981.30 feet; thence run South 85° 36' 45" West, 1053.50 feet; thence run West to the West line of said Section 19; thence run South, along the West line of said Section 19, to the Southwest corner of said Section 19; thence run North 89° 18' 00" East, along the South line of said Section 19, to the Point of Beginning.

Tax Parcel No. 16822-001-000

A tract of land situated in Section 28, Township 11 South, Range 20 East, Alachua County, Florida, said tract of land being more particularly described as follows: Begin at the Southeast corner of the Northeast Quarter (NE ¼) of Section 28, Township 11 South, Range 20 East, and run South 01° 00' 19" East, along the East line of said Section 28, 3.08 feet; thence run South 89° 25' 47" West, 784.69 feet; thence run North 48° 45' 13" West, 1901.22 feet; thence run South 86° 50' 02" West, to the West line of said Section 28; thence run North 00° 56' 41" West, along the West line of said Section 28, to the Northwest corner of said Section 28; thence run North 89° 18' 00" East, along the North line of said Section 28, 5315.24 feet to the NE corner of said Section 28, thence run South along the East line of Section 28 to the Point of Beginning.

Tax Parcel No. 16824-000-000

Beginning at the Southeast corner of Section 29, Township 11 South, Range 20 East, run West 16 chains, thence run North 34 chains to Still Branch thence down the center of the branch to Levy Lake, thence to the Half Mile Post on the North Section line, thence East to the corner of the Section, thence South to the point of beginning.

Abstracter's Note: This legal description also covers TP No. 16824-001-000 which is North of dike.

Tax Parcel No. 16824-001-000

Beginning at the Southeast corner of Section 29, Township 11 South, Range 20 East, run West 16 chains, thence run North 34 chains to Still Branch thence down the center of the branch to Levy Lake, thence to the Half Mile Post on the North Section line, thence East to the corner of the Section, thence South to the point of beginning.

Abstracter's Note: This legal description also covers TP No. 16824-000-000 which is South of dike and North of Micanopy Hammock Subdivision.

Tax Parcel No. 16825-001-000

A tract of land situated in Section 29, Township 11 South, Range 20 East, Alachua County, Florida, said tract of land being more particularly described as follows: Begin at the Northwest corner of Section 29,

EXHIBIT "A" - PAGE 3 OF 3

Township 11 South, Range 20 East, and run North 89° 18' 00" East, along the North line of said Section 29, 2657.00 feet to the Northeast corner of the Northwest Quarter (NW 1/4) of said Section 29; thence run South 34° 12' 54" East, along the Bauknight West property line, 1716.96 feet; thence leave Bauknight West property line and run South 60° 16' 17" West, 1350.86 feet; thence run North 73° 32' 43" West, 1742.65 feet; thence run North 28° 21' 23" West, to the West line of said Section 29; thence run North 00° 46' 06" West, along the West line of said Section 29, to the Point of Beginning., said tract of land containing approximately 117.7 acres.

Tax Parcel No. 16812-000-000

That part of the North Half (N 1/2) of Section 27, in Township 11 South, Range 20 East, Alachua County, Florida lying West of Interstate Highway I-75.

Tax Parcel No. 16478-001-000

All that part of Section 22, Township 11 South, Range 20 East, Alachua County, Florida, lying West of Interstate Highway I-75.

Tax Parcel No. 16823-000-000

Beginning at the Southwest corner of Section 28, Township 11 South, Range 20 East and running thence North 1050 feet to a stake; thence East 210 feet to a stake; thence South 1050 feet to a stake; thence West 210 feet to the beginning, and containing 5 acres. All lying and being in Alachua County, Florida.

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of fractional Section 21 a distance of 150.12 feet; thence South 04 degrees, 20 minutes, 37 seconds West 1320 feet; thence North 85 degrees 59 minutes 44 seconds West a distance of 104.86 feet to the West line of said fractional Section 21; thence run North along the West line of said fractional section a distance of 1320 feet to the Point of Beginning.

LESS AND EXCEPT:

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.56 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run Westerly 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet to the Point of Beginning.

WJH seller

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of fractional Section 21 a distance of 150.12 feet; thence South 04 degrees, 20 minutes, 37 seconds West 1320 feet; thence North 85 degrees 59 minutes 44 seconds West a distance of 104.86 feet to the West line of said fractional Section 21; thence run North along the West line of said fractional section a distance of 1320 feet to the Point of Beginning.

AND:

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.56 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run Westerly 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet to the Point of Beginning.

Exhibit "A" (continued)
"Barr Hammock-Hare" tract

All of That Portion of Lot 78 of Leitner Subdivision of Lots 8 and 9 of the Moses E. Levy Grant, According to the Map or Plat Thereof Recorded in Deed Book J, Page 645, Public Records of Alachua County, Florida, Lying South of the Micanopy-Wacahoota Paved Road;

And Also:

Commence 883 Feet West of the Southeast Corner of Lot 78 of the Leitner Subdivision of Lots 8 and 9 of the Moses E. Levy Grant, According to the Map Thereof Recorded in Deed Book J, Page 645, Public Records of Alachua County, Florida, and Run West 1757 Feet; Thence Run South 80 Rods; Thence Run East 1757 Feet; Thence Run North 80 Rods to Point of Beginning; All Lying and Being in Section 21, Township 11 South, Range 20 East, Alachua County, Florida.

Less and Except: Three (3) Acres in the Northwest Corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida. Said three acres being more particularly described as: Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.57 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run North 85 degrees, 59 minutes, 59 seconds West 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet more or less to the Point of Beginning.

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.57 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run Westerly 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet to the Point of Beginning.

"By acceptance of this quit claim deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants recorded in the Public Records of Alachua County, Florida at Official Records Book ~~3814~~ Page ~~587~~. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes."

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of fractional Section 21 a distance of 150.13 feet; thence South 04 degrees, 20 minutes, 37 seconds West 1320 feet; thence North 85 degrees 59 minutes 44 seconds West a distance of 104.86 feet to the West line of said fractional Section 21; thence run North along the West line of said fractional section a distance of 1320 feet more or less to the Point of Beginning.

"By acceptance of this quit claim deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants recorded in the Public Records of Alachua County, Florida at Official Records Book ~~386~~ ³⁸⁶ Page ~~582~~ ⁵⁸². These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes."

"Barr Hammock-Rayonier" tract

Description: As Furnished (Per Official Records Book 2260, Page 2038)

TOWNSHIP 11 SOUTH – RANGE 19 EAST:

Section 25:

All of Section 25.

Section 26: All of Section 26, LESS the following tract of land: Commence at the Southwest corner of Section 26, Township 11 South, Range 19 East, and run North 01°56'12" West, along the West line of said Section 26, 1,939.95 feet to the Point of Beginning; thence continue North 01°56'12" West, along the West line of said Section 26, 3,366.41 feet to the Northwest corner of said Section 26; thence run North 89°18'00" East, along the North line of said Section 26, 5,317.53 feet to the Northeast corner of said Section 26; thence run South, along the East line of Section 26, 263.06 feet, more or less; thence run South 64°37'45" West, 1,500.92 feet, more or less; thence run South 52°52'45" West, 1,882.15 feet; thence run South 59°24'15" West, 712.30 feet; thence run South 59°23'15" West, 579.30 feet; thence run South 59°24'45" West, 1,435.35 feet to the Point of Beginning.

ALL OF THE FOREGOING BEING IN TOWNSHIP 11 SOUTH – RANGE 19 EAST

TOWNSHIP 11 SOUTH – RANGE 20 EAST

Section 19: The following described land in Section 19, Township 11 South, Range 20 East: Commence 71.13 feet West of the Southeast corner of Said Section 19 for the Point of Beginning; thence run North 40°34'15" West, 2,629.54 feet; thence South 53°00'45" West, 1,355.85 feet; thence South 81°57'45" West, 981.30 feet; thence South 85°36'45" West, 1,053.50 feet; thence West to the West line of said Section 19; thence South along Section line to Southwest corner; thence East along Section line to the Point of Beginning.

Section 28: All of Section 28, Township 11 South, Range 20 East; LESS The South 350 yards of the West 70 yards; AND LESS the following tract of land: Begin at the Southeast corner of the Northeast 1/4 of Section 28, Township 11 South, Range 20 East, and run South 01°00'19" East, along the East line of said Section 28, 3.08 feet; thence run South 89°25'47" West, 784.69 feet; thence run North 48°45'13" West, 1,901.22 feet; thence run South 86°50'02" West to the West line of said Section 28; thence run North 00°56'41" West, along the West line of said Section 28, to the Northwest corner of said Section 28; thence run North 89°18'00" East, along the North line of said Section 28 to the Northeast corner of said Section 28; thence run South along the East line of said Section 28 to the Point of Beginning.

Section 29: All of Section 29 Township 11 South, Range 20 East; LESS 166 acres on the East side thereof sold to Bauknight in Deed Book "I", Page 125, Public Records of Alachua County, Florida. ALSO LESS the following described property: Begin at the Northwest corner of Section 29,

Township 11 South, Range 20 East, and run North 89°18'00" East, along the North line of said Section 29, 2,657.00 feet to the Northeast corner of the Northwest 1/4 of said Section 29; thence run South 34°12'54" East, along the Bauknight West property line, 1,716.96 feet; thence leave said Bauknight West property line, and run South 60°16'17" West, 1,350.86 feet; thence run North 73°32'43" West, 1,742.65 feet; thence run North 28°21'23" West to the West line of said Section 29; thence run North 00°46'06" West, along the West line said Section 29, to the Point of Beginning.

Section 30: Lots 1 to 14, both inclusive in Section 30, Township 11 South, Range 20 East, as per survey recorded in Deed Book "O", Page 491, Public Records of Alachua County, Florida.

The above described parcel of land being more particularly described as follows:

PARCEL 1

A parcel of land lying conjointly in Sections 25 and 26, Township 11 South, Range 19 East, Sections 19, 29 and 30, Township 11 South, Range 20 East, and being a portion of the J.B. Myers Plat of Section 30, Township 11 South, Range 20 East, in the Arredondo Grant, all lying in Alachua County, Florida and being described as follows:

Begin at a 4"x4" concrete monument marking the Southwest corner of Section 26, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 26, N 1°56'39" W, a distance of 1940.41 feet to a found 4"x4" concrete monument; thence departing said East line, N 59°23'04" E, a distance of 1434.15 feet to a found 3/4" iron pipe; thence N 59°21'41" E, a distance of 579.33 feet to a found 3/4" iron pipe; thence N 59°21'32" E, a distance of 712.00 feet to a found 3/4" iron pipe; thence N 52°49'22" E, a distance of 1882.05 feet to a found 3/4" iron pipe; thence N 64°40'06" E, a distance of 1513.64 feet to a set 4"x4" concrete monument stamped LB 6888, said concrete monument being on the East line of said Section 26, the same being the West line of Section 25, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 25, N 1°36'21" W, a distance of 263.06 feet to a found 3/4" iron pipe at the Northwest corner of said Section 25; thence departing said West line and on the North line of said Section 25, N 89°15'46" E, a distance of 5318.19 feet to a found 4"x4" concrete monument stamped RLS 940 at the Northeast corner of said Section 25, the same being the Southwest corner of Section 19, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said North line and on the West line of said Section 19, N 0°47'10" W, a distance of 1032.11 feet to a set 4"x4" concrete monument stamped LB 6888; thence departing said West line, N 89°56'25" E, a distance of 442.95 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 85°33'10" E, a distance of 1053.50 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 81°54'10" E, a distance of 981.30 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 52°57'10" E, a distance of 1355.85 feet to a found 1" iron pipe; thence S 40°37'50" E, a distance of 2635.16 feet to a found 1 1/2" iron pipe, said iron pipe being on the South line of said Section 19; thence on the South line of said Section 19, N 89°14'34" E, a distance of 68.69 feet to a found 5/8" iron rod and cap stamped LB 6895 at Southeast corner of said Section 19, the same being the Northwest corner of Section 29, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said South line and on the West line of said Section 29, S 0°50'57" E, a distance of 124.23 feet to a found 1 3/4" iron pipe; thence departing said West line, S 28°24'50" E, a distance of 1635.84 feet to a found 3/4" iron pipe; thence S 73°36'21" E, a distance of 1742.53 feet to a

found 1" iron rod; thence N 60°15'37" E, a distance of 1107.60 feet to a set 4"x4" concrete monument stamped LB 6888; thence continue N 60°15'37" E, a distance of 63.4 feet more or less to the centerline of Still Branch, said centerline being the West line of a parcel of land as described in Deed Book "I", Page 125, of the Public Records of Alachua County, Florida; thence Southerly on the meanderings of the centerline of Still Branch, the same being the West line of said parcel of land as described in Deed Book "I", Page 125, a distance of 2441 feet more or less to an intersection with the West line of said parcel as described in Deed Book "I", Page 125; thence departing the centerline of Still Branch and continuing on the West line of said parcel of land as described in Deed Book "I", Page 125, S 0°57'25" E, a distance of 8 feet more or less to a found 4"x4" concrete monument; thence continuing on said West line, S 0°57'25" E, a distance of 2350.87 feet to found 4"x4" concrete monument, said concrete monument being the Southwest corner of said parcel of land as described in Deed Book "I", Page 125, said monument also being on the South line of said Section 29, Township 11 South, Range 20 East, Alachua County, Florida; thence departing the West line of said parcel of land as described in Deed Book "I", Page 125 and on the South line of said Section 29, the same being the North line of Micanopy Hammock, as recorded in Plat Book "K", Page 46, of the Public Records of Alachua County, Florida, S 89°04'58" W, a distance of 4274.64 feet to a found 4"x4" concrete monument at Southwest corner of said Section 29, the same being the Southeast corner of Section 30, Township 11 South, Range 20 East, Alachua County, Florida, the same also being the Southeast corner of Lot 18, J.B. Myers Plat of Section 30 of the Arredondo Grant, as recorded in Deed Book "O", Page 491, of the Public Records of Alachua County, Florida; thence N 0°50'57" W on the West line of said Section 29, the same being the East line of said Section 30, the same also being the East line of Lots 18, 17 and 15 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, a distance of 1985.15 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southeast corner of Lot 14 of said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said West and East lines and on the South line of said Lot 14 the same being the North line of Lot 15 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 88°54'51" W, a distance of 1314.77 feet to a set 4"x4" concrete monument stamped LB 6888 on the East right of way of an un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said South and North lines and on the East right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant, N 1°06'54" W, a distance of 3316.18 feet to a set 4"x4" concrete monument stamped LB 6888 on the North line of Lot 2 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, the same also being the North line of said Section 30, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said East right of way line and on the North line of Lot 2 and 3 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, the same also being the North line of said Section 30, Township 11 South, Range 20 East, Alachua County, Florida, S 89°14'34" W, a distance of 33.00 feet to a set 4"x4" concrete monument stamped LB 6888 on the West right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said North lines and on the West right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 1°06'54" E, a distance of 3316.37 feet to a set 4"x4" concrete monument stamped LB 6888 on the South line of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said West right of way line and on the South line of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 88°54'51" W, a distance of 1505.85 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant the same being the Easterly edge of Ledwith Lake; thence departing said South

line and on the West and South lines of Lots 13, 12, 9, 5, 6, 7 and 8 of said J.B. Myers Plat of Section 30 of the Arredondo Grant and the Easterly and Northerly edge of said Ledwith Lake through the following courses, N 37°32'43" W, a distance of 275.60 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 23°21'39" W, a distance of 163.48 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 40°54'09" W, a distance of 368.35 feet to found 4"x4" concrete monument; thence N 11°10'10" W, a distance of 383.14 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 21°35'51" E, a distance of 450.02 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 24°41'11" E, a distance of 200.00 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 5°18'09" E, a distance of 505.72 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 73°04'16" W, a distance of 287.92 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 32°11'37" W, a distance of 520.86 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 66°55'45" W, a distance of 494.94 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 70°07'46" W, a distance of 440.53 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 88°06'24" W, a distance of 574.94 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 67°08'34" W, a distance of 94.66 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 51°25'08" W, a distance of 105.96 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 82°39'46" W, a distance of 58.08 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of Lot 8 of said J.B. Myers Plat of Section 30 of the Arredondo Grant the same being on the West line of aforesaid Section 30, Township 11 South, Range 20 East, Alachua County, Florida and also being the East line of Section 25, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 30 the same being on the East line of said Section 25, S 1°10'10" E, a distance of 3521.04 feet to a found 2" iron pipe at the Southwest corner of said Section 30 the same being the Southeast corner of said Section 25; thence departing said East and west lines and on the South line of said Section 25, S 89°13'42" W, a distance of 5277.80 feet to a found 4"x4" concrete monument at the Southwest corner of said Section 25, the same being the Southeast corner of aforesaid Section 26, Township 11 South, Range 19 East, Alachua County, Florida; thence departing the South line of said Section 25 and on the South line of the Southeast 1/4 of said Section 26, S 89°02'56" W, a distance of 2642.76 feet to a found 5/8" iron rod at the Southwest corner of the Southeast 1/4 of said Section 26, the same being the Southeast corner of the Southwest 1/4 of said Section 26; thence on the South line of the Southwest 1/4 of said Section 26, S 89°15'45" W, a distance of 2646.07 feet to the POINT OF BEGINNING.

TOGETHER WITH:**PARCEL 2**

A parcel of land lying in Section 28, Township 11 South, Range 20 East, all lying in Alachua County, Florida and being described as follows:

Begin at a found 4"x4" concrete monument at the Southeast corner of Section 28, Township 11 South, Range 20 East, all lying in Alachua County, Florida; thence on the South line of the Southeast 1/4 of said Section 28, S 89°13'35" W, a distance of 2661.31 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of the Southeast 1/4 of said Section 28, the same being the Southeast corner of the Southwest 1/4 of said Section 28; thence on the South line of the Southwest 1/4 of said Section 28, S 89°13'35" W, a distance of 2451.31 feet to a set 4"x4"

concrete monument stamped LB 6888 at the Southeast corner of the South 350 yards of the West 70 yards of said Section 28; thence departing said South line and on the East line of the South 350 yards of the West 70 yards of said Section 28, N 0°59'27" W, a distance of 1050.01 feet to a set 4"x4" concrete monument stamped LB 6888 at the Northeast corner of the South 350 yards of the West 70 yards of said Section 28; thence departing said East line and on the North line of the South 350 yards of the West 70 yards of said Section 28, S 89°13'35" W, a distance of 210.00 feet to a set 4"x4" concrete monument stamped LB 6888 at the Northwest corner of the South 350 yards of the West 70 yards of said Section 28 the same being on the West line of said Section 28; thence departing said North Line and on the West line of said Section 28, N 0°59'27" W, a distance of 2724.33 feet to a set 4"x4" concrete monument stamped LB 6888; thence departing said West line, N 86°47'16" E, a distance of 3126.50 feet to a found 1 1/2" iron pipe; thence S 48°46'52" E, a distance of 1901.52 feet to a found 1 1/4" iron pipe; thence N 89°24'29" E, a distance of 784.89 feet to a found 1 1/2" iron pipe on the East line of aforesaid Section 28; thence on said East line, S 1°06'07" E, a distance of 2632.72 feet to the POINT OF BEGINNING.

Less and Except (Right of Way)

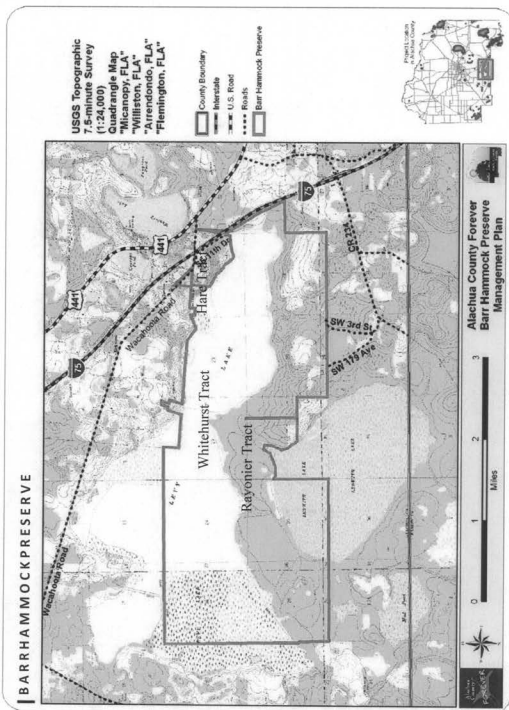
That part of Lot 78 of the Leitner Subdivision of Lots 8 and 9 of the Moses E. Levy Grant, as per map or plat recorded in Deed book 'J', page 645 of the public records of Alachua County, Florida and that lies 50.0 feet southwesterly of and being parallel with and contiguous with the southwesterly right of way line of SE Wacahoota Road.

Note:

The above description has been produced from a boundary survey by Myers-Griffis & Associates, Inc., Project No. MG-1696-08, dated February 17, 2009 for Alachua County.

Notice of Registry
 Alachua County Registry of Public Protected Places
Barr Hammock Preserve
EXHIBIT B.

LOCATION MAP



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-65

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE MILL CREEK PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding $\frac{1}{4}$ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

1 lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks
2 and recreational facilities; and

3 WHEREAS, the Board of County Commissioners adopted an ordinance on August 12,
4 2008, to amend the County Charter subject to referendum approval to require that the sale or
5 conversion to another use of county-owned lands acquired or used for conservation, recreation or
6 cultural purposes and placed on a registry of protected property be effective only if approved by a
7 majority of electors in the countywide referendum election; and

8 WHEREAS, on November 8, 2008, a majority of the electors approved the charter
9 amendment to prevent the sale or conversion of county-owned lands acquired or used for
10 conservation, recreation or cultural purposes without first acquiring a majority of vote of the
11 electors voting in a countywide referendum election; and

12 WHEREAS, the Board of County Commissioners desires to place the Mill Creek Preserve
13 identified in the Notice of Registration (Exhibit "A") attached to this resolution and identified by
14 name and legal description ("Registered Property") on the "Alachua County Registry of Protected
15 Public Places"; and

16 WHEREAS, it is the intent of the Board of County Commissioners to restrict the
17 Registered Property to uses described in the Notice of Registration to protect the values for which
18 it was acquired ("Public Values").

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

21 **Section 1.** This resolution is adopted pursuant to Section 1.7 of the Alachua County
22 Home Rule Charter.
23

1 **Section 2.** The properties identified in Composite Exhibit "A", Notice of Registration
2 attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of
3 Protected Public Places.
4

5 **Section 3.** Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the
6 Alachua County Registry of Protected Public Places may not be sold or converted to a use
7 resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the
8 electors voting in a countywide referendum election.
9

10 **Section 4.** The County Manager is hereby directed to record this resolution in the Official
11 Records of Alachua County.
12

13 **Section 5.** This resolution shall become effective immediately upon adoption.
14

15 DULY ADOPTED in regular session this 14 day of June, 2011.

16
17 BOARD OF COUNTY COMMISSIONERS
18 ALACHUA COUNTY, FLORIDA

19
20
21 By: _____
22

Lee Pinkoson, Chair

23 ATTEST:

24
25
26 _____
27 J. K. Irby, Clerk of Court
28
29
30

31 (SEAL)
32
33

APPROVED AS TO FORM

Alachua County Attorney

1 Exhibit A. Mill Creek Preserve Notice of Registration



NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Mill Creek Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that Mill Creek Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the registry, except by a majority vote of the electors in a County-wide election. Mill Creek Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational resource-based recreational experience. Alachua County has evaluated Mill Creek Preserve and has determined it is worthy of this level of protection.

GOALS:

Mill Creek Preserve will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Mill Creek Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by previous agricultural uses, and the provision of nature-based recreational experiences that enhances the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and timber thinning. The management plan approved by the County Commission (on file with Alachua County) and the FCT Grant Covenants recorded in the public records, all require the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered a *conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

The 1,226-acre Mill Creek Preserve is located in northwest Alachua County at the intersection of CR 241 and CR 236. It is four miles south and east of the Santa Fe River and two

miles north of the City of Alachua, immediately adjacent to the City's urban reserve. It is comprised of two adjacent properties. The Registered Property is legally described in Exhibit A and a general location map is provided in Exhibit B. Boundary Surveys are on file with Alachua County.

ACQUISITION HISTORY:

Alachua County purchased the fee simple interest in the 1,194-acre Lybass tract on November 8th, 2002. It was the first acquisition under the newly-approved Alachua County Forever Program. Funding for the acquisition of the property was provided by Alachua County Forever Bond Program. A 50% matching grant from the Florida Communities Trust was awarded in November 2002. FCT is funded primarily through the Florida Forever Program, an initiative to protect important conservation lands throughout the state.

Alachua County subsequently purchased the fee simple interest in the 32-acre Halbrook and Steedley Trustees property on August 9, 2006. One hundred percent of the funding came from the Alachua County Forever Bond.

PUBLIC VALUES:

Mill Creek Preserve is managed only for the conservation, protection and enhancement of natural resources, and for public resource-based recreation that is compatible with the conservation, protection and enhancement of the site. Management goals are aimed at improving the condition of natural communities on the site. Natural communities that are in good to excellent condition will be maintained through the use of fire and exotic plant removal. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, nuisance plant removal, prescribed fire, re-vegetation, timber harvesting and earth work.

Water Resources. Mill Creek Preserve is located in a relatively high position in the landscape which contributes to three creek systems draining the following watersheds: Parener's Branch, Townsend Branch, and an unnamed creek that flows through the Santa Fe Ranch Airport watershed. Mill Creek Preserve falls within the Vulnerable area of the Alachua County Aquifer Protection Map and all of the surface waters within the preserve contribute directly to groundwater and aquifer recharge either by joining the Santa Fe River, which disappears into a swallet (sinkhole) or terminating in Mill Creek Sink which also drains to the aquifer.

Habitat. Mill Creek Preserve is composed of a core of high quality hardwood-dominated forests that surround creek systems. These hardwood forests grade into mesic and wet flatwoods along the eastern and western sides of the preserve with various wetlands embedded in the flatwoods matrix as one progresses away from creek systems. The northern portions of the preserve were formerly in agriculture, but much of that acreage is presently forested with planted pine. Mill Creek Preserve's outstanding biotic features include magnificent examples of beech-magnolia slope forest, the largest area of pond pine flatwoods remaining in Alachua County, as well as the largest population of the state-listed pond spice in the County.

There are 15 natural communities within Mill Creek Preserve as classified by the Florida Natural Areas Inventory (FNAI). The core forests are combinations of upland hardwood forest, slope forest, upland mixed forest and baygalls. Sinkholes are also embedded in the matrix of

hardwood forest in the northeastern portion of the Preserve. The hardwood forests of Mill Creek are exceptional partly because they are home to the southernmost population of American Beech (*Fagus grandifolia*) in North America. Much of the preserve north of CR 236 is former agricultural fields (approximately 265 acres or 22% of the preserve). There are approximately 350 acres of planted pine on the preserve planted in former agricultural fields, mesic flatwoods and other communities.

Currently, several listed and tracked plant species are known from Mill Creek Preserve. Three plant species listed as Threatened and one species listed as Endangered by the State of Florida are known to occur within Mill Creek Preserve. The State Endangered (FNAI S2) pond spice (*Litsea aestivalis*) is known from two wetlands in the preserve, one of which is the largest population of pond spice in the County. The three threatened species crane fly orchid, anglepod and southern lady fern are known from upland hardwood forest and slope forest and the southern lady fern is widespread in the preserve. In addition, royal fern and cinnamon fern (*Osmunda regalis* and *O. cinnamomea*), needle palm and greenfly orchid, all listed as Commercially Exploited by the State, are also documented for the Preserve.

Wildlife. Thirteen listed animal species have been observed utilizing habitats within Mill Creek Preserve, including bald eagle (*Haliaeetus leucocephalus*), timber rattlesnake (*Crotalus horridus*), Eastern indigo snake (*Drymarchon couperi*) and gopher tortoise (*Gopherus polyphemus*). All of the natural communities of the Preserve could support listed species, and the matrix of wetland-upland transitional areas provide excellent habitat for amphibian and reptile species. The Preserve is managed in a manner that protects and enhances habitat for listed wildlife species that utilize or potentially utilize the project site.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. The Mill Creek Preserve provides outstanding scenic vistas, and excellent opportunities for resource-based recreation such as nature appreciation, photography and hiking. It can also provide opportunities for natural and cultural interpretive and educational programs. Additional trail systems may be completed with trailside infrastructure such as wildlife observation platforms, bench swings or covered benches. Other proposed physical improvements to aid Preserve management may include additional firebreaks, minor road, culverts low-water crossings and ditch crossings.

To the greatest extent possible improvements shall be located to minimize impacts to the resources and to avoid impacts to listed plant and animal species. Should storm water facilities be necessary, they shall be designed to provide resource-based recreational open space or wildlife habitat, and will have shallow slopes and not be fenced.

Research that is compatible with the above stated goals is acceptable under the appropriate agreements with the County.

The development of a residence on site for security purposes that is located in an area that minimizes impacts to natural resources.

Resource Management. The Preserve is in good condition and will require limited restoration and management. Areas of the Preserve will require exotic plant control. The flatwoods, pine plantations and some of the wetlands require a regular prescribed fire program.

The timber resources at Mill Creek Preserve require manipulation (thinning and harvest) to reach restoration goals. Other management tools such as mechanical treatments (mulching,

roller chopping, mowing, and other mechanical treatments), herbicide treatments, planting or direct seeding of native plant material will all be utilized in reaching restoration goals of natural communities. Future earthmoving may be needed to restore creek banks to a more natural state or to block ditches that drain to creeks. Feral animals that pose a threat to the natural resource values of the property will be removed including use of hunting and trapping strategies.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, more intensive agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Signage not related to resource-based recreational activities or regulation and non-interpretational signage is prohibited since it creates visual blight and detracts from resource-based recreation in natural areas. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access for mobility-impaired persons engaged in permitted uses on the Preserve. All development that is not associated and that does not enhance the goals of water quality protection, habitat protection and do not further resource-based recreation is prohibited. Use of any of the improvements now or to be constructed on the property must not conflict with the stated goals of this Preserve.

EXHIBIT A.

LEGAL DESCRIPTION
(Mill Creek-Lybass Tract)

The West Half of the Northeast Quarter (W. 1/2 of N. E. 1/4); and the Northwest Quarter (N. W. 1/4); and the West Half of the Southwest Quarter (W. 1/2 of S. W. 1/4) of Section 14, Township 7 South, Range 18 East, Alachua County, Florida, LESS AND EXCEPT the right of way of County Road No. 241 as described in Right of Way Deed recorded in Deed Book 191, page 67, and LESS AND EXCEPT the right of way of County Road No. 236 as described in Quit Claim Deed Recorded in Deed Book 196, page 41, and LESS AND EXCEPT the right of way of County Road No. 236 as described in Final Judgement recorded in Judgement Book 33, page 431, all of the Public Records of Alachua County, Florida.

AND ALSO;

All of Section 15, Township 7 South, Range 18 East, Alachua County, Florida, LESS AND EXCEPT the right of way of County Road No. 236 as described in Final Judgement recorded in Judgement Book 33, page 431 of the Public Records of Alachua County, Florida.

AND ALSO;

The East Half of the Northeast Quarter (E. 1/2 of N. E. 1/4), or Government Lot 1 of Section 21, Township 7 South, Range 18 East, Alachua County, Florida.

AND ALSO;

A tract of land situated in the North Half (N. 1/2) of Section 22, Township 7 South, Range 18 East, Alachua County, Florida, said tract of land being more particularly described as follows:

BEGIN at an unidentified 1/2" iron pipe at the Northwest corner of the aforementioned Section 22 and thence run N.88°49'48"E. (bearings herein are Grid North Bearings, Florida North Zone), along the North line of said Section 22, a distance of 4201.45 feet to a 4"x4" concrete monument and cap stamped PRM 3784 on the West line of the Old Providence Road also formerly known as the Cox Bridge Road; thence run S.15°18'02"W., along said West line, a distance of 2122.69 feet to an unidentified 5/8" steel rod at an old fence corner; thence run Northwesterly, along an old fence line, being the South line of the lands described in Deed Book 140, pages 103 and 105 and being the North line of the lands described in Deed Book 122, page 223, Deed Book 256, page 46, and Official Records Book 317, pages 73 and 74, all of the Public Records of Alachua County, Florida, the following two (2) courses: (1) N.87°29'13"W., a distance of 1267.35 feet to a 5/8" steel rod and cap stamped ACLS; (2) N.87°13'52"W., a distance of 2246.30 feet to a 5/8" steel rod and cap stamped LS3456 at an old fence corner and on the West line of said Section 22; thence run N.04°09'23"W., along said West line of Section 22, a distance of 1802.32 feet to the POINT OF BEGINNING.

(Halbrook & Steedley Tract)

The East 1/2 of the East 1/2 of the Southeast 1/4 lying South of NW County Road 236, Section 16, Township 7 South, Range 18 East, Alachua County, Florida.



Less and Except (Right of Way)

Section's 14 and 15, Township 7 South, Range 18 East, Alachua County, Florida:

That part of said Section 14 that lies 25.0 feet east of and being parallel with and contiguous with the east right of way line of said County Road No. 241 (100.0 foot right of way); and

That part of said Section's 14 and 15 that lies 25.0 feet north of and being parallel with and contiguous with the north right of way line of County Road No. 236 (100.0 foot right of way) and that lies westerly of the westerly right of way line of County Road No. 241 (100.0 foot right of way); and

That part of the West $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of said Section 14 that lies 25.0 feet north of and being parallel with and contiguous with the north right of way line of County Road No. 236 (100.0 foot right of way) and that lies easterly of the easterly right of way line of County Road No. 241 (100.0 foot right of way); and

That part of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 14 that lies 25.0 feet south of and being parallel with and contiguous with the south right of way line of County Road No. 236 (100.0 foot right of way) and that lies easterly of the easterly right of way line of County Road No. 241 (100.0 foot right of way); and,

That part of said Section 14 that lies 25.0 feet northwesterly, 25.0 feet northeasterly, 25.0 feet southeasterly and 25.0 feet southwesterly of a right of way having a 200.0 foot radius for connecting the rights of way of County Road No. 241 with the rights of way of County Road No. 236, and

That part of said Section's 14 and 15 that lies 25.0 feet south of and being parallel with and contiguous with the south right of way line of county Road No. 236 (100.0 foot right of way) and that lies westerly of the westerly right of way line of County Road No. 241 (100.0 foot right of way); and

That part of said Section 14 that lies 25.0 feet West of and being parallel with and contiguous with the west right of way line of County Road No. 241 (100.0 foot right of way); and

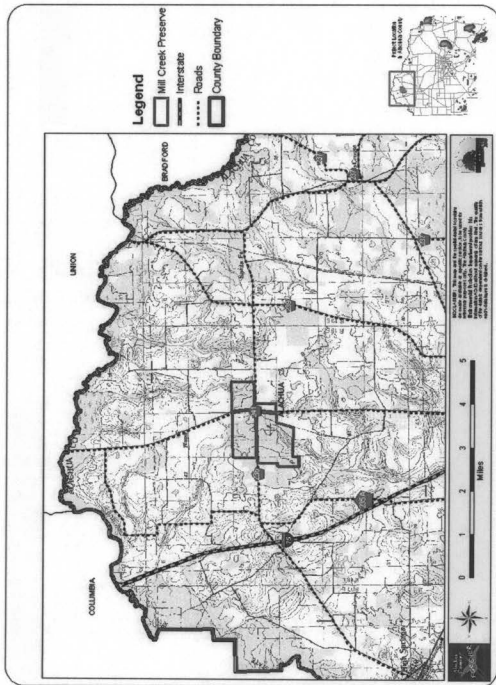
A 25.0 foot wide outfall ditch easement in said Section 15, northerly of State Road Department station 378+00; and a 30.00 foot wide outfall ditch easement in said Section's 14 and 15, northerly of a State Road Department station 411+00, and 40.0 foot wide outfall ditch easement in said Section 15, northerly of State Road Department station 357+00, as per Judgement Book 33, page 431 of the public records of said Alachua County; and a 40.0 foot wide outfall ditch easement in Section 14, northerly of State Road Department station 29+83, as per Deed Book 196, page 42 of the said public records of Alachua County; and

A 60.0 foot wide outfall ditch easement in Section's 14 and 15, westerly of and easterly of station 289+50, as per the State Road Department right of way map, dated May 17, 1940 (recorded document not known).

The above descriptions have been produced from a boundary survey by George F. Young, inc., Project No. 99530077.18, dated October 9, 2002 for Alachua County.

Notice of Registry
 Alachua County Registry of Public Protected Places
Mill Creek Preserve
EXHIBIT B.

LOCATION MAP



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
RESOLUTION 11-66

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE NORTHEAST FLATWOODS PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding $\frac{1}{4}$ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, the Board of County Commissioners adopted an ordinance on August 12, 2008, to amend the County Charter subject to referendum approval to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election; and

WHEREAS, on November 8, 2008, a majority of the electors approved the charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the electors voting in a countywide referendum election; and

WHEREAS, the Board of County Commissioners desires to place the Northeast Flatwoods Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and identified by name and legal description ("Registered Property") on the "Alachua County Registry of Protected Public Places"; and

WHEREAS, it is the intent of the Board of County Commissioners to restrict the Registered Property to uses described in the Notice of Registration to protect the values for which it was acquired ("Public Values").

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

Section 1. This resolution is adopted pursuant to Section 1.7 of the Alachua County Home Rule Charter.

1 **Section 2.** The properties identified in Composite Exhibit "A", Notice of Registration
2 attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of
3 Protected Public Places.
4

5 **Section 3.** Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the
6 Alachua County Registry of Protected Public Places may not be sold or converted to a use
7 resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the
8 electors voting in a countywide referendum election.
9

10 **Section 4.** The County Manager is hereby directed to record this resolution in the Official
11 Records of Alachua County.
12

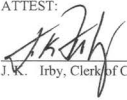
13 **Section 5.** This resolution shall become effective immediately upon adoption.
14

15 DULY ADOPTED in regular session this 14 day of June, 2011.
16

17 BOARD OF COUNTY COMMISSIONERS
18 ALACHUA COUNTY, FLORIDA
19

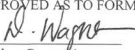
20 By: 
21 Lee Pinkoson, Chair
22

23 ATTEST:

24 
25 J.K. Irby, Clerk of Court
26
27
28
29
30
31
32
33

(SEAL)

APPROVED AS TO FORM


Alachua County Attorney

1 Exhibit A. Northeast Flatwoods Preserve Notice of Registration



NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Northeast Flatwoods Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that Northeast Flatwoods Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a Registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the Registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the Registry, except by a majority vote of the electors in a County-wide election. Northeast Flatwoods Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational resource-based recreational experience. Alachua County has evaluated Northeast Flatwoods Preserve and has determined it is worthy of this level of protection.

GOALS:

Northeast Flatwoods Preserve will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Northeast Flatwoods Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by previous uses, and the provision of resource-based recreational experiences that enhances the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and timber thinning. The management plan approved by the County Commission (on file with Alachua County) requires the Registered Property remain in its natural condition and be available for compatible resource-based recreation.

LOCATION:

The 242-acre Northeast Flatwoods Preserve is located in northeastern Alachua County approximately four miles northwest of Waldo, at the intersection of County Roads 225 and 1475. The north boundary of the Preserve is defined by the Alachua – Bradford County Line.

The Santa Fe River meanders north of the County line, however at its closest point it is located approximately 20 feet from the north boundary of the Preserve, within Bradford County.

ACQUISITION HISTORY:

Alachua County acquired the Northeast Flatwoods Preserve on February 7, 2006 with funds from the Alachua County Forever Bond Proceeds from A.P.&E. Incorporated.

PUBLIC VALUES:

The primary public value of the Northeast Flatwoods Preserve is to protect the Santa Fe River corridor which is one of the critical ecological corridors in Alachua County. The River connects the County with larger environmentally sensitive areas in the region.

Northeast Flatwoods Preserve itself contains several distinct upland and wetland natural communities, in addition to human-altered or disturbed communities. Mesic pine flatwoods is the dominant natural community type. Other natural communities present are basin swamp, dome swamp, depression marsh and upland mixed forest. The Preserve contains habitat recognized as typically suitable for nine listed animal species, of which at least four have been observed on the site.

Water Resources. The Northeast Flatwoods Preserve lies in the Suwannee River watershed within the Santa Fe River Basin. The Floridan aquifer is largely confined in the location of the Preserve, in an area that is considered to possess low vulnerability to potential contamination of the aquifer. The north boundary of the Preserve is lies south of the Santa Fe River, as close as 20 feet from the southern river bank. Lands within and surrounding the Preserve drain toward the river, and are considered to be areas of moderate to high aquifer recharge. The Santa Fe River is a Class III water of the State (Chapter 62-302.400(10), F.A.C.) meaning its water quality is sufficient for "Recreation, Propagation, and Maintenance of a Healthy, Well-balanced Population of Fish and Wildlife." In addition, the Santa Fe River is also classified as an Outstanding Florida Water by the State (Chapter 62-302.700(9)(i)28, F.A.C.).

Northeast Flatwoods Preserve contains hydrologically-connected habitats including three distinct areas of basin swamp, depression marsh and dome swamp.

Wildlife. To date, gopher tortoise (*Gopherus polyphemus*), eastern diamondback rattlesnake (*Crotalus adamanteus*), timber rattlesnake (*C. horridus*) and eastern indigo snake (*Drymarchon corais couperi*) are known to occur within the Preserve. Bald eagles have also been observed within the Preserve. Other listed species may utilize habitat within the Preserve, given the property's diverse upland and wetland habitats, and its proximity to the Santa Fe River corridor.

Habitat. Northeast Flatwoods Preserve is best described as a mosaic of fire-dependent, pine-dominated flatwoods, interspersed with depression and basin wetlands, with upland mixed forest near the Santa Fe River. Some community types require restoration; however much of the preserve is suitable habitat for listed plant and animal species. Two listed plant species are known from the preserve.

Cinnamon fern (*Osmunda cinnamomea*), a plant listed as Commercially Exploited by the Florida Department of Agriculture and Consumer Services (FDACS), and hooded pitcher plant (*Sarracenia minor*), listed as Threatened by FDACS, are present on Northeast Flatwoods Preserve.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. To the greatest extent possible, improvements will be located to minimize impacts to natural resources, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites. Proposed physical improvements for Northeast Flatwoods Preserve include additional firebreaks, a small parking area and trails. Appropriate, low-maintenance trailside amenities such as benches and observation areas will be constructed to improve the visitor experience. All facilities will be situated to blend with surroundings and developed to provide guided access for observation and appreciation of the natural resources on the Preserve. Should stormwater facilities be deemed necessary for future site development, they will be designed with shallow slopes and provide resource-based recreational open space or wildlife habitat in a park-like setting, and will not be fenced.

In addition to resource-based recreational amenities, future site management may require the construction of additional fencing, gates, improvements to existing roads and trails such as low water crossings or culverts, construction of additional firebreaks to support prescribed fire management, and improvements to the existing security residence site and utilities.

A Security Residence on site may be developed for security purposes, and that is located in an area that minimizes impacts to natural resource.

Resource Management. The Preserve will require restoration and management. Management activities may include solid waste removal, invasive species control, prescribed fire, timber harvesting, planting of native trees and groundcover, and restoration of natural topography and hydrology in human-altered areas. Protecting populations of listed species is a primary management concern. The planted pine forests in Northeast Flatwoods will be managed in the immediate future with the goal of making the stand appear more like a natural stand with timber thinning and prescribed fire. Any revenue generated from timber management within Northeast Flatwoods Preserve will be used to fund restoration activities in the Preserve or other Alachua County Forever Preserves.

Research that is compatible with the above stated goals is acceptable under the appropriate agreements with the County.

PROHIBITED USES:

Uses that detract from the conservation and resource-based recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, more intensive agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Non-recreational and non-interpretational signage is prohibited because it creates visual blight and detracts from the aesthetic enjoyment of natural areas. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access

Notice of Registry
Alachua County Registry of Public Protected Places
Northeast Flatwoods Preserve

for mobility-impaired persons engaged in permitted uses on the Preserve. All development that does not enhance the goals of water quality protection and habitat protection and do not further resource-based recreation is prohibited. Use of any existing improvements or improvements to be constructed on the property must not impact the stated goals of this Preserve.

EXHIBIT "A"

INSTRUMENT # 2213027

4 PGS

Section 32, Township 7 South, Range 21 East:

The West 208.75 feet of the East 499.15 feet of the South 208.75 feet of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and East 208.75 feet of the West 380.35 feet of the South 208.75 feet of the North 274.75 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

AND

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; LESS AND EXCEPT: Commence at the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and run East 10 chains Southwesterly to the West line of the Section then run North 10 chains to the Point of Beginning and LESS the North 40 feet for right-of-way.

AND

The East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the South $\frac{3}{4}$ LESS the South 208.75 feet of the North 274.75 feet of the East 208.75 feet of the West 380.35 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and LESS existing right-of-way.

AND

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ West of the graded road AND the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ West of the graded road LESS the West 208.75 feet of the East 499.15 feet of the South 208.75 feet of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ AND LESS existing right-of-way, AND the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ LESS right of way as recorded in Official Records Book 268, at page 41, and LESS right-of-way as recorded in Official Records Book 268, at Page 98, public records of Alachua County, Florida.

Less and Except (Right of Way)

Section 32, Township 7 South, Range 21 East, Alachua County, Florida:

That part of said Section 32 that lies 25.0 feet west of, and being parallel with and contiguous with the west right of way line of County Road No. 1475 (100.0 foot right of way), and that lies between the south line of said Section 32 and the South right of way line of County Road No. 225; and

That part of said Section 32 that lies 25.0 feet east of, and being parallel with and contiguous with the east right of way line of County Road No. 1475 (100.0 foot right of way), and that lies between the south line of said Section 32 and the south right of way line of County Road No. 225; and

That part of said Section 32 that lies 25.0 feet south of, and being parallel with and contiguous with the south right of way line of County Road No. 225 (100.0 foot right of way), and that lies between the east line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 32 and the east right of way line of County Road No. 1475 (100.0 foot right of way); and

That part of said Section 32 that lies 25.0 feet south of, and being parallel with and contiguous with the south right of way line of County Road No. 225 (100.0 foot right of way), and that lies between the west right of way line of County Road No. 1475 (100.0 foot right of way) and the most easterly boundary line of tax parcel 16893-001-000, as per deed recorded in Official Record Book 3512, page 597 of the public records of said Alachua County; and

That part of said Section 32 that lies 25.0 feet north of, and being parallel with and contiguous with the north right of way line of County Road No. 225 (100.0 foot right of way), and that lies between the west line of the East $\frac{1}{4}$ of the West $\frac{1}{4}$ of said Section 32 and the west right of way line of County Road No. 1475, (100.0 foot right of way); and

That part of said Section 32 that lies 25.0 feet west of, and being parallel with and contiguous with the west right of way line of County Road No. 1475 (100.0 foot right of way), and that lies between the north right of way line of County Road No. 225 (100.0 foot right of way) and where the westerly right of way line of an old graded road intersects the said west right of way line of County Road No. 1475; and

A 45.0 foot wide outfall ditch easement in said Section 32, northerly of County Road No. 225 per the Florida State Road Department right of way map, Section 26510-2601. Subject to a Florida Power & Light Company Transmission line.

That part of said Section 32 that lies 25.0 feet northwesterly, 25.0 feet southwesterly and 25.0 feet southeasterly of a right of way having a 50.0 foot radius for connecting the rights of way of County Road No. 225 with the rights of way of County Road No. 1475.

Note:

The above descriptions have been produced from a boundary survey by George F. Young, Inc., Project No. 03530128.05, dated November 9, 2005 for Alachua County.

Notice of Registry
 Alachua County Registry of Public Protected Places
Northeast Flatwoods Preserve

LOCATION MAP



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
RESOLUTION 11-67

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE PHIFER FLATWOODS PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding $\frac{1}{4}$ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

1 lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks
2 and recreational facilities; and

3 WHEREAS, the Board of County Commissioners adopted an ordinance on August 12,
4 2008, to amend the County Charter subject to referendum approval to require that the sale or
5 conversion to another use of county-owned lands acquired or used for conservation, recreation or
6 cultural purposes and placed on a registry of protected property be effective only if approved by a
7 majority of electors in the countywide referendum election; and

8 WHEREAS, on November 8, 2008, a majority of the electors approved the charter
9 amendment to prevent the sale or conversion of county-owned lands acquired or used for
10 conservation, recreation or cultural purposes without first acquiring a majority of vote of the
11 electors voting in a countywide referendum election; and

12 WHEREAS, the Board of County Commissioners desires to place the Phifer Flatwoods
13 Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and
14 identified by name and legal description ("Registered Property") on the "Alachua County Registry
15 of Protected Public Places"; and

16 WHEREAS, it is the intent of the Board of County Commissioners to restrict the
17 Registered Property to uses described in the Notice of Registration to protect the values for which
18 it was acquired ("Public Values").

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

21 **Section 1.** This resolution is adopted pursuant to Section 1.7 of the Alachua County
22 Home Rule Charter.
23

- 3 -

1 Exhibit A. Phifer Flatwoods Preserve Notice of Registration



NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Phifer Flatwoods Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that Phifer Flatwoods Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a Registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the Registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the Registry, except by a majority vote of the electors in a County-wide election. Phifer Flatwoods Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational, resource-based recreational, experience. Alachua County has evaluated Phifer Flatwoods Preserve and has determined it is worthy of this level of protection.

GOALS:

Phifer Flatwoods Preserve will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Phifer Flatwoods Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by previous agricultural uses, and the provision of resource-based recreational experiences that enhances the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and timber thinning. The management plan approved by the County Commission (on file with Alachua County) and the Florida Communities Trust (FCT) Grant Covenants recorded in the public records require the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered a *conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

The 645-acre Phifer Flatwoods Preserve is located in southeast Alachua County between Gainesville and Hawthorne. The Preserve is bounded on the north by State Road 20, on the south by County Road 2082 and the Gainesville-Hawthorne State Trail, and is located between County Road 234 to the west, and County Road 20-A to the east. County Road 325 extends south from State Road 20, bisecting the property. Operational access to the property is provided through several gates located along the perimeter. The Registered Property is legally described in Exhibit A and a general location map is provided in Exhibit B. A Boundary Survey is on file with Alachua County.

ACQUISITION HISTORY:

Alachua County purchased the property from Alachua Conservation Trust on February 10, 2006. In 2008, Alachua County was awarded an FCT grant that reimbursed 40% of the purchase costs of the property. FCT is funded primarily through the Florida Forever Program, an initiative to protect important conservation and recreation lands throughout the state. On December 1, 2008, the County recorded a Declaration of Grant Covenants in the public records to provide notice that the Preserve was funded in part by State Florida Forever funds and land uses within the Preserve are restricted to conservation and recreation.

PUBLIC VALUES:

The primary public value of the Phifer Flatwoods Preserve is as an ecological capstone at the head of the 16,610-acre Lochloosa Conservation Easement and the 10,339-acre Lochloosa Wildlife Conservation Area. In addition, the Alachua Conservation Trust Prairie Creek Preserve is located approximately one mile to the west, and Paynes Prairie Preserve State Park is located approximately three miles west. All of these conservation lands are connected to the Preserve by the Gainesville-Hawthorne State Trail creating a 48,000-acre contiguous conservation area. Phifer Flatwoods value as a connector was recognized by the Florida Ecological Greenways Network. The Florida Ecological Greenways Network is a decision support model to help identify the best opportunities to protect ecological connectivity statewide. It was developed by the University of Florida for the Florida Department of Environmental Protection's Office of Greenways and Trails. It is rated as a Priority 3 and a connection is envisioned north across State Road 20 to the Newnans Lake Conservation Area across additional potential conservation lands.

Water Resources. The Phifer Flatwoods Preserve protects water resources in a number of ways, primarily by protecting and restoring wet habitats. It contains a tributary of Orange Lake; the Little Lochloosa Creek, which flows across the property near the eastern boundary. There are approximately 13 acres of wet flatwoods in Phifer Flatwoods Preserve dominated by slash pine, water oak and tupelo, with a dense midstory of saw palmetto and fetterbush. Groundcover species include broomsedge, redroot, sphagnum, pitcher plants, butterworts, hatpins and meadow beauty. Approximately five acres of basin marsh community occur within or adjacent to flatwoods and basin swamp communities. These areas are largely undisturbed and considered in good condition, containing open water, floating islands, and abundant emergent aquatic plants. Species present in the basin marsh communities include spatterdock, button bush, Virginia willow and red maple. The Preserve also contains three distinct areas of basin swamp community comprising approximately 122 acres. The largest area of this community type is dominated by mature pond cypress, black gum, dog hobble, and fetterbush,

with slash pine and pond pine on the higher edges. It is in good to very good condition, providing a visual example of a typical basin swamp community. The two other areas within the Preserve classified as basin swamp are in fair to poor condition. Several isolated depression marshes are scattered throughout the Preserve, collectively covering approximately 13 acres. These areas are edged with dahoon holly, red maple, buttonbush, fetterbush, dog hobble, and gallberry, with dense groundcover consisting of Virginia chain fern, netted chain fern, softrush, sphagnum moss, and occasional patches of hooded pitcherplants.

Habitat. The Preserve is described as a mosaic of fire-dependent, pine-dominated flatwoods, interspersed with depression and basin wetlands. Despite the property's history of human disturbance, the Preserve has significant populations of listed plant and animal species. Their protection and improvement is a primary goal of Preserve management. Currently, three plant species listed as Threatened by the State of Florida: hooded pitcher plant (*Sarracenia minor*), southern lady fern (*Athyrium filix-femina*), and Giant orchid, (*Pteroglossaspis cristata*) are known to occur within Phifer Flatwoods Preserve. In addition, royal fern and cinnamon fern (*Osmunda regalis* and *O. cinnamomea*), both listed as Commercially Exploited by the State, are also documented for the Preserve.

Wildlife. Thirteen listed animal species have been observed utilizing habitats within Phifer Flatwoods Preserve, including bald eagle (*Haliaeetus leucocephalus*), Florida sandhill crane (*Grus canadensis pratensis*), tri-colored heron (*Egretta tricolor*), wood stork (*Mycteria americana*), and gopher tortoise (*Gopherus polyphemus*). Other listed species may utilize the Preserve's habitats, as indicated by the property's proximity to other preservation areas, and its diverse upland and wetland habitats. The Preserve includes one area classified as Strategic Habitat Conservation Area for wading birds as designated by the Florida Fish and Wildlife Conservation Commission. All of the natural communities of the Preserve could support listed species, and the matrix of wetland-upland transitional areas provide excellent habitat for amphibian and reptile species.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. To the greatest extent possible, improvements will be located to minimize impacts to natural resources, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites. Proposed physical improvements for Phifer Flatwoods Preserve include firebreaks to enhance fire management, nature trails entering the Preserve from the Gainesville-Hawthorne State Trail, and the construction of trail-heads, a geo-cache course, a bench-swing, stationary benches, a bicycle rack, observation platforms and an interpretive kiosk and sign system. An informal grass parking area, currently utilized by Gainesville-Hawthorne Trail users, is located within the Preserve boundary at the southwest corner of the intersection of County Road 325 and County Road 2082. A more convenient parking area, which does not require visitors to cross County Road 2082, is proposed for the southwest corner of the Preserve. Site development will be designed to ensure protection, restoration, and preservation of the natural communities and listed species. All facilities will be situated to blend with surroundings and developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those natural resources.

Resource Management. The Preserve is in fair to good condition and will require restoration and management. Management activities may include invasive species control, prescribed fire, timber harvesting, planting of native trees and groundcover, and restoration of natural topography and hydrology in human-altered areas. The areas of the Preserve still in pine plantation will be managed in the immediate future with the goal of making the stand appear more like a natural stand with timber thinning and prescribed fire. All proceeds from timber thinning will be applied to restoration, management and improvements within Phifer Flatwoods Preserve or within other Alachua County Forever-managed Preserves.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, more intensive agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Non-resource-based recreational and non-interpretational signage is prohibited because it creates visual blight and detracts from the aesthetic enjoyment of natural areas. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access for mobility-impaired persons engaged in permitted uses on the Preserve. All development that does not enhance the goals of water quality protection and habitat protection and do not further resource-based recreation is prohibited. Use of any existing improvements or improvements to be constructed on the property must not impact the stated goals of this Preserve.

LEGAL DESCRIPTION

AS SURVEYED

TOWNSHIP 10 SOUTH, RANGE 21 EAST

Section 21: S 1/2 of SE 1/4 of SE 1/4

Section 22: That part lying South of State Road 20

Section 25: All that tract or parcel of land located in Section 25, Township 10 South, Range 21 East, Alachua County, Florida, being more particularly described as follows:

Blocks 5, 6, 7 and part of Blocks 14 and 15 as per plat of GROVE PARK, as recorded in Plat Book A, page 5 of the Public Records of Alachua County, Florida; lying North of the North right-of-way line of Atlantic Coast Line Railroad right-of-way (now Gainesville-Hawthorne State Trail) and South of the South right-of-way line of State Road 20, together with that portion of Desoto Street lying northerly and adjacent to Block 7.

Section 26: All of said section, except W 1/2 Lot 7 and Lot 8 as per plat recorded in Deed Book O, Page 623, lying South of State Road 20 & North of Atlantic Coast Line Railroad right-of-way (now Gainesville-Hawthorne Bike Path).

Section 27: That part lying South of State Road 20 & North of Atlantic Coast Line Railroad right-of-way (now Gainesville-Hawthorne Bike Path), less and except the properties conveyed as follows:

(a) to Williston Timber Company as recorded in O.R. Book 2130, page 2590; and
(b) to White Construction Company, Inc. as recorded in O.R. Book 2239, page 695, and further subject to Easement to White Construction Company, Inc. as recorded in O.R. Book 2239, page 691.

Section 28: Lot 9 of the W.S. Perry Estate as recorded in Plat Book A, page 37, Public Records of Alachua County, Florida

Nov. 18, 2009
Roberts Land & Timber sale to Alachua County
Project No. 08-0370

LEGAL DESCRIPTION

The North Half (N. 1/2) of Section 36, Township 10 South, Range 21 East, Alachua County, Florida, being more particularly described as follows:

For the POINT OF BEGINNING, Commence at a four inch square concrete monument and cap stamped "PRM LB5075" at the proven location of the Northwest corner of Section 36, Township 10 South, Range 21 East as established by the Henry Washington and David H. Burr Survey and division of the Arredondo Grant dated February 9, 1846, and as depicted in Florida Department of Environmental Protection Certified Corner Record Document # 095505, and having Florida North Zone State Plane Coordinate values in North American Datum of 1983, 2007 adjustment of: Northing 220,553.219 feet and Easting 2,708,363.920 feet; thence run N.88°38'40"E., (State Plane Grid Bearings), along the North line of said Section 36, a distance of 5303.34 feet to a four inch square unidentified concrete monument accepted at the Northeast corner of said Section 36, and as depicted in Florida Department of Environmental Protection Certified Corner Record Document # 070595, and having Florida North Zone State Plane Coordinate values of: Northing 220,678.668 feet and Easting 2,713,665.776 feet; thence run S.01°35'57"E., along the East line of said Section 36, a distance of 2648.83 feet to a four inch square concrete monument and cap stamped "LB6888" at an old fence corner and being the proven location of the Half Mile Post (Quarter Section Corner) on the East line of said Section 36, and as depicted in Florida Department of Environmental Protection Certified Corner Record Document # 070597, and having Florida North Zone State Plane Coordinate values of: Northing 218,030.868 feet and Easting 2,713,739.703 feet; thence run S.88°36'37"W., along the South line of the North Half (N. 1/2) of said Section 36, and along an old fence line more or less, a distance of 5330.02 feet to a four inch square concrete monument and cap stamped "PRM LB5075" at an old fence corner and being the proven location of the Quarter Section Corner on the West line of said Section 36, and as depicted in Florida Department of Environmental Protection Certified Corner Record Document # 095506, and having Florida North Zone State Plane Coordinate values of: Northing 217,901.593 feet and Easting 2,708,411.254 feet; thence run N.01°01'22"W., along the West line of said Section 36, a distance of 2652.05 feet to the aforementioned POINT OF BEGINNING.

Together with and including the Easterly 60 feet of the following described property:

For a point of reference, commence at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 25, Township 10 South, Range 21 East, said point also being the POINT OF BEGINNING; thence run West on the Southerly line of the aforementioned Southwest 1/4 of the Southeast 1/4, a distance of 517.75 feet; thence departing said Southerly line, run North parallel to the Easterly line of the aforementioned Southwest 1/4 of the Southeast 1/4 a distance of 1262 feet, more or less, to the Southerly right of

way line of County Road No. 2082; thence run East, on said Southerly right of way line of County Road No. 2082, a distance of 517.75 feet to the aforementioned Easterly line of the Southwest 1/4 of the Southeast 1/4; thence departing said Southerly right of way line, run South on said Easterly line of the Southwest 1/4 of the Southeast 1/4, a distance of 1262 feet, more or less to the POINT OF BEGINNING.

Less and Except (Right of Way)

In Section's, 21, 22, 26 and 27, Township 10 South, Range 21 East, Alachua County, Florida:

A 30.0 foot wide easement for ingress, egress and public utilities in said Section's 21 and 22, as per Official Record Book 2244, page 2517 of the public records of said Alachua County; and

That part of said Section 26 that lies 25.0 feet east of, and being parallel, with and contiguous with the east right of way line of County Road No. 325 (100.0 foot right of way), and that lies between the south line of Lot 8, as per a subdivision recorded in Deed Book 'O', page 623 of the public records of said Alachua County and the north right of way line of the Gainesville-Hawthorne State Trail (formally the old Atlantic Coastline Railroad); and

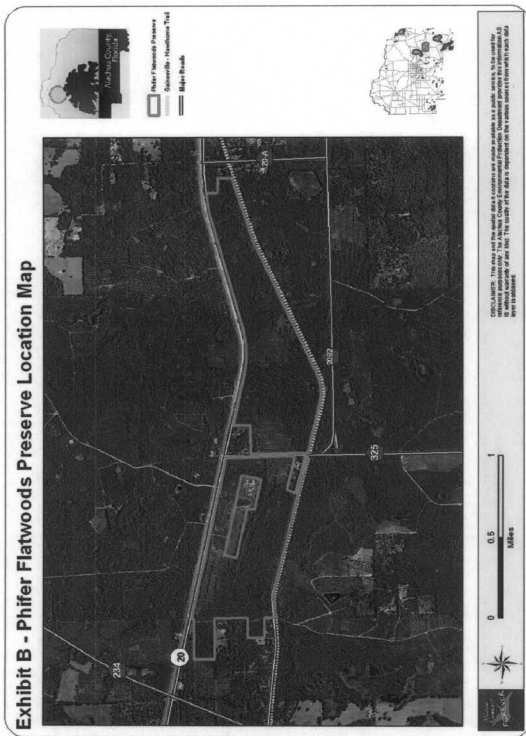
That part of said Section 27 that lies 25.0 feet west of, and being parallel with and contiguous with the west right of way line of County Road No. 325 (100.0 foot right of way), and that lies between the south right of way line of State Road No. 20 and the north boundary line of the Williston Timber Company property, as per deed recorded in Official Record Book 2130, page 2590 of the public records of said Alachua County; and

That part of said Section 27 that lies 120.0 feet northerly of the north right of way line of the Gainesville-Hawthorne State Trail (formerly the old Atlantic Coastline Railroad), and that lies between the west line of said Section 27 and the west right of way line of County Road No. 325; less and except the Williston Timber Company property, as per deed recorded in Official Record Book 2130, page 2590 of the public records of said Alachua County.

Note:

The above descriptions have been produced from a boundary survey by George F. Young, Inc., Project No. 03530128.06, dated January 24, 2008 for Alachua County.

LOCATION MAP



ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE SWEETWATER PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding $\frac{1}{4}$ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, the Board of County Commissioners adopted an ordinance on August 12, 2008, to amend the County Charter subject to referendum approval to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election; and

WHEREAS, on November 8, 2008, a majority of the electors approved the charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the electors voting in a countywide referendum election; and

WHEREAS, the Board of County Commissioners desires to place the Sweetwater Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and identified by name and legal description ("Registered Property") on the "Alachua County Registry of Protected Public Places"; and

WHEREAS, it is the intent of the Board of County Commissioners to restrict the Registered Property to uses described in the Notice of Registration to protect the values for which it was acquired ("Public Values").

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

Section 1. This resolution is adopted pursuant to Section 1.7 of the Alachua County Home Rule Charter.

Section 3. Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the Alachua County Registry of Protected Public Places may not be sold or converted to a use resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the electors voting in a countywide referendum election.

Section 5. This resolution shall become effective immediately upon adoption.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

ATTEST:

APPROVED AS TO FORM

Alachua County Attorney

- 3 -

1 Exhibit A. Sweetwater Preserve Notice of Registration



NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Sweetwater Preserve

PURPOSE:

This Notice is intended to place the Alachua County Sweetwater Preserve on the Alachua County Registry of Protected Public Places in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008. Sweetwater Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational, resource-based recreational experience.

GOALS:

Sweetwater Preserve will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Sweetwater Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by previous agricultural uses, and the provision of resource-based recreational experiences that enhance the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site. Natural communities will be maintained and enhanced using management activities including but not limited to invasive plant control, removal of off-site species, prescribed fire, re-vegetation, timber thinning, and re-establishing hydrology. The management plan approved by the County Commission (on file with Alachua County) and the Florida Communities Trust (FCT) Grant Covenants recorded in the public records, all require the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered *a conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

The 125.24-acre Paynes Prairie Sweetwater Preserve is located in central Alachua County at the intersection of Williston Road and SE 16th Avenue. It is immediately north of Paynes Prairie Preserve State Park, south of the historic Evergreen Cemetery, and west of Boulware Springs Park and the Gainesville-Hawthorne State Trail. The Registered Property is legally described in Exhibit A and a general location map is provided in Exhibit B. A Boundary Survey is on file with Alachua County.

ACQUISITION HISTORY:

Alachua County purchased the fee simple interest in the Preserve from Sweetwater LTD on March 24, 2006. Twenty-five percent of the funds used to purchase the property came from the Alachua County Forever bond funds and 75% from a Florida Communities Trust (FCT) Grant.

FCT is funded primarily through the Florida Forever Program, an initiative to protect important conservation and recreation lands throughout the state.

PUBLIC VALUES:

The primary public values of the Sweetwater Preserve acquisition were to buffer the adjacent Paynes Prairie Preserve State Park, to protect the significant natural and cultural resources on site, and to provide an easily accessible resource-based recreational site.

The Sweetwater Preserve is part of a 51,000 acre conservation and recreation corridor in southern Alachua County. It is adjacent to Paynes Prairie Preserve State Park, the City of Gainesville's Boulware Springs Park, and the Downtown Connector of the Gainesville-Hawthorne State Trail; a popular paved trail that links Gainesville to Hawthorne as it passes through various conservation areas along the way. The upland portions of the site have a long history of human use dating to pre-Columbian settlement. Recent historical use of the site likely included ranching and perhaps farming. The site is near and was perhaps part of Rancho de la Chua, the oldest known cattle ranch in Florida.

In its own right, Sweetwater Preserve contains a diverse assemblage of natural communities. Wetlands occupy the core and lower elevations of the site, and include baygall, sinkhole lake, floodplain forest and seepage streams. Significant topographic changes occur across the site. Some of the steeper areas are occupied by seepage slope forest characterized by water seeping out of the face of the slope after percolating through the soils of the surrounding sandy uplands. Upslope of the wetlands and seepage slope forest are xeric hammock, upland mixed forest, mesic flatwoods and sandhill.

Water Resources. Sweetwater Branch flows through the Preserve entering from the west and exiting from the southern boundary into Paynes Prairie Preserve State Park. Prior to the development of urban Gainesville, this stream was an intermittent seepage stream draining wetlands and flatwoods in what would become northeast Gainesville. The portion of Sweetwater Branch that flows through Sweetwater Preserve today is straight with deeply incised banks. Water quality in the stream is impaired because upstream of the Preserve it receives large volumes of urban stormwater runoff from portions of Gainesville that were developed prior to regulations requiring stormwater detention and retention.

Two good to excellent quality seepage streams drain from the baygalls in the eastern portion of the property to the west. A small sinkhole lake is present near the southern boundary. It is in good condition. Dominant vegetation includes buttonbush (*Cephalanthus occidentalis*), Tupelo (*Nyssa* sp.), and maidencane (*Panicum hemitomon*).

Wildlife. Two listed animal species have been observed utilizing habitats within Paynes Prairie Sweetwater Preserve. Snowy egret (*Egretta thula*) (Species of Special Concern) and gopher tortoise (*Gopherus polyphemus*) (Threatened) were observed on the property. The diversity of habitats on Sweetwater Preserve and its proximity to Paynes Prairie Preserve State Park -- one of the largest conservation areas within Alachua County indicates that other listed species may utilize the lands within the Sweetwater Preserve. Models by the Florida Fish and Wildlife Conservation Commission show that the Paynes Prairie Sweetwater Preserve contains habitat recognized as typically suitable for 23 listed animal species. All of the natural communities on the project site could support listed species. The sinkhole lake provides important habitat for wading bird species, spotted turtles (*Clemys guttata*) and American alligators. Approximately 30 acres of the site lies within a "Strategic Habitat Conservation Area"

(SHCA) for wading birds as designated by the Florida Fish and Wildlife Conservation Commission. The upland habitats: sandhill, upland mixed forest, and xeric hammock, also provide excellent habitat for listed species.

Habitat. There are nine natural communities within the Sweetwater Preserve. The central portion of the site is made up of wetlands including baygall, seepage slope forest, sinkhole lake, and floodplain forest, surrounded by uplands including former sandhill, xeric hammock and upland mixed forest. The seepage wetlands, produced by the combination of elevation changes and confining layers, are significant resources on the site. This parcel contains the only preserved example of the unique seepage slope forest in this portion of Alachua County, including within the adjacent Paynes Prairie Preserve State Park. Much of the nearby area that was similar to the seepage slope forest is now in residential use.

Two State Threatened plants: Southern lady fern (*Athyrium asplenoides*), Cardinal flower (*Lobelia cardinalis*), and three Commercially Exploited plants: Cinnamon fern (*Osmunda cinnamomea*), Sweet pinxter azalea (*Rhododendron canescens*), Royal fern (*Osmunda regalis*) are known from Paynes Prairie Sweetwater Preserve. All five plants are wetland plants and are all found in the seepage wetlands on site. FNAI has identified portions of the site as Priority 1 or Priority 2 Potential Habitat for Rare Species. Plant species identified include Godfrey's privet (*Forestiera godfreyi*).

The ecological values are more fully documented in the Site Evaluation Report and the adopted Management Plan on file with Alachua County.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. The Sweetwater Preserve is part of a matrix of conservation and recreation lands including Paynes Prairie Preserve State Park and the City of Gainesville's Boulware Springs Park. It lies along the Downtown Connector of the Gainesville-Hawthorne State Trail; a popular paved trail that links Gainesville to Hawthorne as it passes through various conservation areas along the way. Resource-based recreational opportunities at Sweetwater Preserve include a network of interpretive hiking and biking trails, with interpretive signage, benches and overlooks. There are 2 trailheads with kiosks and a bike rack. There may be additional trails, overlooks, benches, interpretive signage and possible a bridge over Sweetwater Branch developed on the Preserve. In addition to resource-based recreational amenities, future site management may require the construction of additional fencing, gates, improvements to existing roads and trails such as low water crossings or culverts, and construction of additional firebreaks to support prescribed fire management.

To the greatest extent possible, improvements will be located to minimize impacts to natural and cultural resources, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites.

Resource Management. Sweetwater Preserve will be managed as a natural area with a resource-based recreation component that is compatible with preservation and protection of resources on-site. The Preserve contains areas which require restoration and management. Management activities may include invasive species control (including the removal of off-site native hardwood species), prescribed fire, timber harvesting, planting of native trees and groundcover, and restoration of natural topography and hydrology in human-altered areas. Management goals are aimed at improving the condition of the site.

The restoration of Sweetwater Branch as it enters the State Park is an ongoing project whose goals is to address the impacts of sediment, debris and other urban pollutants on the Park. Restoration of Sweetwater Branch to its natural and historical flow, elevation and patterns is desirable. The installation of debris traps or sedimentation barriers or collection infrastructure on Sweetwater Preserve is not consistent with the management goals of this Preserve.

Extensive invasive plant control work has been implemented on the Preserve. Restoration of the sandhill was initiated and is an ongoing process involving prescribed fire, removal of off-site oaks, control of invasive plants including pasture grass, and planting of native herbaceous ground cover species. Feral animals that pose a threat to the natural resource values of the property will be removed.

Research that is compatible with the above stated goals is acceptable under the appropriate agreements with the County.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 and the Florida Communities Trust grant covenants are prohibited. Specifically, agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Non-resource-based recreational, non-regulatory, non-informational and non-interpretational signage is prohibited. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access for mobility-impaired persons engaged in permitted uses on the Preserve. All development that is not associated with and does not enhance the goals of water resource protection, habitat protection and does not further resource-based recreation is prohibited. Use of any of the improvements now or to be constructed on the property must not conflict with the stated goals of this Preserve.

The Sweetwater Preserve is located in an area rich in cultural resources. Both the density of known sites and the periods represented by those sites make the Paynes Prairie region culturally important. Within the adjacent Paynes Prairie Preserve State Park there are 85 listed sites that span all known prehistoric cultural periods from Paleo-Indian to European contact and several historic period sites. The removal of any cultural resources from the site without permission of the County is prohibited.

Notice of Registry
Alachua County Registry of Public Protected Places
Sweetwater Preserve

Alachua County, Florida
By its Board of County Commissioners

By: _____

Lee Pinkson, Chair

ATTEST:

Date: _____

By: _____

J.K. Irby, Clerk

Approved as to Form:

County Attorney

Notice of Registry
Alachua County Registry of Public Protected Places
Sweetwater Preserve

EXHIBIT A.

LEGAL DESCRIPTION

SWEETWATER CORRECTED DESCRIPTION

That part of Section's 9 and 16, Township 10 South, Range 20 East, Alachua County, Florida, and being more particularly described as follows:

Commence at the southeast corner of the D. L. Clinch Grant for a Point of Reference; thence North 04 deg. 29 min. 56 sec. East along the east line of the said D. L. Clinch Grant, a distance of 1551.12 feet to an existing concrete monument; thence North 04 deg. 23 min. 26 sec. East along the said east line of the D. L. Clinch Grant, a distance of 1720.75 feet to an intersection with the southeasterly right of way line of State Road No. 331 (South Main Street), and also being the southwesterly corner of the City of Gainesville transmission line right of way, as per parcel 3 of Official Record Book 839, page 902 of the public records of said Alachua County; thence North 27 deg. 29 min. 16 sec. East along the said southeasterly right of way line and along the northwesterly boundary line of the said City of Gainesville right of way, a distance of 725.0 feet (existing concrete monument lies South 28 deg. 22 min. 01 sec. East, a distance of 0.41 feet from the said right of way line); thence South 28 deg. 22 min. 27 sec. East, a distance of 181.47 feet to an Eng, Denman & Associates, Inc. placed concrete monument at an intersection with the southeasterly boundary line of the said City of Gainesville right of way, and being the Point of Beginning; thence North 27 deg. 29 min. 16 sec. East along the said southeasterly right of way line, a distance of 1026.05 feet; thence North 62 deg. 30 min. 44 sec. West, perpendicular to the said previous line, a distance of 150.0 feet to an intersection with the said southeasterly right of way line of State Road No. 331, and also being the said northwesterly boundary line of the City of

Gainesville right of way; thence North 27 deg. 29 min. 16 sec. East along both said rights of way, a distance of 120.0 feet; thence South 62 deg. 30 min. 44 sec. East, perpendicular to the said previous line, a distance of 150.0 feet to an intersection with the said southeasterly right of way line of the City of Gainesville right of way; thence North 27 deg. 29 min. 16 sec. East along the said southeasterly right of way line of the City of Gainesville right of way, a distance of 311.15 feet to an Eng, Denman & Associates, Inc. placed concrete monument (also being the most easterly corner of the said City of Gainesville right of way); thence North 62 deg. 30 min. 44 sec. West, perpendicular to the said previous line, and also being the north boundary line of the said City of Gainesville right of way, a distance of 150.0 feet to an Eng, Denman & Associates, Inc. placed concrete monument at an intersection with the said southeasterly right of way line of State Road No. 331 (also being the most northerly corner of the said City of Gainesville right of way); thence North 27 deg. 29 min. 16 sec. East along the said southeasterly right of way line of State Road No. 331, a distance of 375.19 feet to the most westerly corner of the City of Gainesville Evergreen Cemetery property, as per Official Record Book 3339, page 1428 of the public records of said Alachua County; thence along the southerly boundary line of the said Evergreen Cemetery property and the Pine Grove Cemetery property the following 9 courses:

- 1) South 58 deg. 39 min. 44 sec. East, a distance of 417.13 feet;
- 2) South 00 deg. 00 min. 00 sec. West, a distance of 309.68 feet;
- 3) South 90 deg. 00 min. 00 sec. East, a distance of 599.50 feet;
- 4) South 00 deg. 03 min. 10 sec. East, a distance of 766.53 feet;
- 5) South 88 deg. 47 min. 16 sec. East, a distance of 304.58 feet;

- 6) South 00 deg. 39 min. 16 sec. East, a distance of 57.60 feet;
 - 7) South 89 deg. 58 min 16 sec. East, a distance of 723.18 feet;
 - 8) North 01 deg. 58 min. 44 sec. East, a distance of 45.50 feet;
 - 9) South 89 deg. 27 min. 16 sec. East, a distance of 1104.35 feet to an intersection with the westerly right of way line of the abandoned Seaboard Coastline Railroad; thence South 15 deg. 07 min. 33 sec. East along the said westerly right of way line, a distance of 1365.94 feet to an existing concrete monument (PRM 748); thence North 84 deg. 14 min. 10 sec. West, a distance of 3,879.05 feet to an existing concrete monument (PRM 748); thence North 28 deg. 22 min. 27 sec. West, a distance of 632.25 feet to the said Eng, Denman & Associates, Inc. placed concrete monument and also being the said Point of Beginning (said monument being at an intersection with the southeasterly boundary line of the said City of Gainesville right of way).
- Containing 125.19 acres, more or less.

The above description has been produced from a boundary survey prepared by Eng, Denman & Associates, Inc. for Alachua County, Project No. 05-361-501, Revised February 20, 2006.

Less and Except (Right of Way)

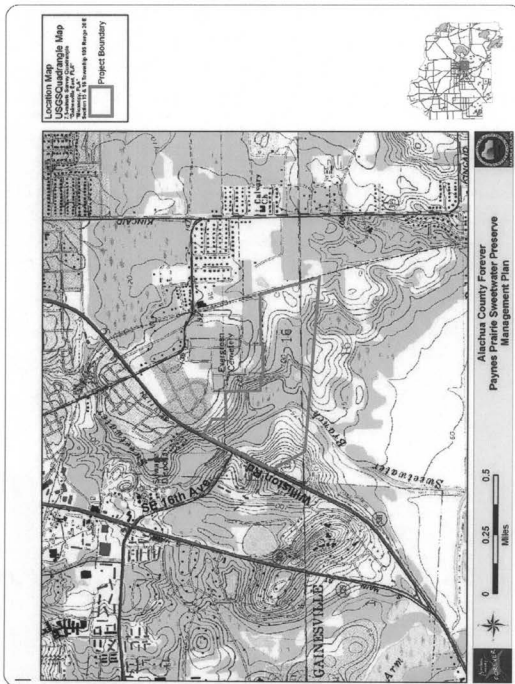
That part of Section's 9 and 16, Township 10 South, Range 20 East, Alachua County, Florida, and being more particularly described as follows:

Commence at the southeast corner of the D. L. Clinch Grant for a Point of Reference; thence North 04 deg. 29 min. 56 sec. East along the east line of the said D. L. Clinch Grant, a distance of 1551.12 feet to an existing concrete monument; thence North 04 deg. 23 min. 26 sec. East along the said east line of the D. L. Clinch Grant, a distance of 1720.75 feet to an intersection with the southeasterly right of way line of State Road No. 331 (South Main Street), and also being the southwesterly corner of the City of Gainesville transmission line right of way, as per parcel 3 of Official Record Book 839, page 902 of the public records of said Alachua County; thence North 27 deg. 29 min. 16 sec. East along the said southeasterly right of way line and along the northwesterly boundary line of the said City of Gainesville right of way, a distance of 725.0 feet (existing concrete monument lies South 28 deg. 22 min. 01 sec. East, a distance of 0.41 feet from the said right of way line); thence South 28 deg. 22 min. 27 sec. East, a distance of 181.47 feet to an Eng, Denman & Associates, Inc. placed concrete monument at an intersection with the southeasterly boundary line of the said City of Gainesville right of way; thence North 27 deg. 29 min. 16 sec. East along the said southeasterly right of way line, a distance of 1026.05 feet to the Point of Beginning; thence North 62 deg. 30 min. 44 sec. West, perpendicular to the said previous line, a distance of 150.0 feet to an intersection with the said southeasterly right of way line of

State Road No. 331, and also being the said northwesterly boundary line of the City of Gainesville right of way; thence North 27 deg. 29 min. 16 sec. East along both said rights of way, a distance of 120.0 feet; thence South 62 deg. 30 min. 44 sec. East, perpendicular to the said previous line, a distance of 150.0 feet to an intersection with the said southeasterly right of way line of the City of Gainesville right of way; thence South 27 deg. 29 min. 16 sec. West along the said southeasterly right of way line of the City of Gainesville right of way, a distance of 120.0 feet to the said Point of Beginning. Containing 0.413 acres more or less.

EXHIBIT B.

LOCATION MAP



24
EX 6

ALACHUA COUNTY OFFICE OF THE COUNTY ATTORNEY

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

MEMORANDUM

TO: Chair Pinkoson, Commissioners Byerly, Chestnut, DeLaney, and Long
FROM: David W. Wagner, County Attorney
DATE: May 2, 2006
SUBJECT: *Conversion of Land Purchased with Alachua County Forever Bond Proceeds*

The purpose of this memorandum is to respond to the Board's request for information on how the County can protect Alachua County Forever lands from conversion to non-conservation uses in future years.

Background

On July 25, 2000, the Board adopted an ordinance to establish the Alachua County Land Conservation Program. This ordinance provided that Alachua County should establish a program to acquire and manage environmentally significant lands by issuing bonds paid by an annual ad valorem tax of $\frac{1}{4}$ of 1 mill for 20 years.

On the same day, the Board adopted a resolution calling for a bond referendum authorizing the issuance of limited general obligation bonds to acquire environmentally significant lands. The bond ballot question that was approved by the voters on November 7, 2000, authorized the County to levy $\frac{1}{4}$ of 1 mill to pay debt service on bonds used to acquire environmentally significant lands. The ballot question limited the total principal amount to \$29,000,000 payable from an annual ad valorem tax maturing not later than 20 years from the date of the issuance of the first bonds.

The County subsequently issued the first series of bonds in 2003.

Question Presented:

Do either the bond ballot resolution or the ordinance prohibit the County from converting conservation lands to non-conservation uses?

Answer:

In my opinion, the ordinance and the bond ballot resolution, which was memorialized in bond covenants that the Board approved when issuing the bonds in 2003, prevent the land from being converted to non-conservation uses for a period of 20 years from the date of the first issuance of the bonds. Therefore, the land could be converted to other uses after the spring of 2023. In addition, to create the ability to convert the land to non-conservation uses, the County would have to amend the ordinance that created the program. This could be done by the Board's majority vote.

Methods to Prevent Conversion:

The number of federal, state, and local conservation land acquisition and conservation programs has increased during the last 20 years. In high growth parts of the United States there is increasing pressure on governments to convert conservation lands to public infrastructure or private development uses because of the scarcity of land.

The following actions may be taken to deter the conversion of conservation lands:

1. **State Legislation.** New Jersey, among other states, adopted statewide legislation to create a conversion application process. This complicated process requires all owners who desire to convert conservation lands within the state to apply to the state. The application must meet complex criteria and the decision of the state agency must be made after a noticed public hearing. Although Florida does not have a statewide process, Florida law does restrict the disposal or conversion of land that was acquired with Florida Forever funds. This restriction would apply to those Alachua County Forever projects that have been acquired with both Florida Communities Trust/Florida Forever funds and County funds, but would not apply to those lands which were acquired exclusively with Alachua County Forever bond proceeds.
2. **Conservation Easements.** Perpetual conservation easements are probably the most common method used to conservation lands. The County could use a conservation easement to convey the property to another government or a qualified not-for-profit corporation. Although the conservation easement is widely used, it does not provide for perpetual protection because governments in Florida have statutory authority to condemn conservation easements held by non-profit organizations. Section 704.06, Florida Statutes (the statute that creates the conservation easement in Florida) expressly authorizes condemnation for certain public infrastructure facilities, such as utility lines and transportation corridors. In addition, the parties to the easement can agree to terminate the easement.
3. **Charter Amendment.** The County could amend the County Charter to prevent the disposal of Alachua County Forever conservation lands. A Charter amendment can be initiated by the Board by adoption of an ordinance by a majority plus one vote. All charter amendments must be approved by a referendum of the electors to be held during a general election. This means that a charter amendment can be repealed only if the electors in the County voted to repeal the amendment restricting the conversion of conservation lands.
4. **Ordinance Amendment.** The Board could amend the ordinance that created the Alachua County Forever program and specify that the ordinance could not be amended in the future to delete the protection of such conservation lands except by a majority-plus-one or unanimous vote.
5. **Co-Ownership of Property.** The County could acquire as many properties as possible as co-owners with other governmental entities. The County could also convey by deed already acquired property to itself and another government.

Please contact me if you have questions about this memorandum.

DWW:eeh

xc: Randall Reid, County Manager
Chris Bird, Director, Environmental Protection
Ramesh Bush, Land Conservation Manager
Ed Crapo, Property Appraiser

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 08-16

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING THE ALACHUA COUNTY CHARTER, PERTAINING TO PROTECTION OF COUNTY-OWNED LANDS ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES; PROVIDING FOR A REFERENDUM ON THE QUESTION OF ADOPTION OF THE AMENDMENT TO THE COUNTY CHARTER; PROVIDING EFFECTIVE DATES OF CHARTER AMENDMENTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County established a charter form of government pursuant to the provisions of Chapter 125, Part IV, Florida Statutes, effective January 1, 1987; and

WHEREAS, the Board of County Commissioners adopted an ordinance to approve the Charter on September 9, 1986 and the Charter was approved by a majority of all voters voting in the special election held as part of the general election on November 4, 1986; and

WHEREAS, the Charter provides that the amendments to the Charter may be proposed by an ordinance adopted by the Board of County Commissioners by an affirmative vote of a majority plus one of the membership of the Board of County Commissioners; and

WHEREAS, the permanent protection of the County's most significant conservation, recreation, and cultural sites is in the best interests of the citizens of Alachua County and future generations; and

WHEREAS, the Board of County Commissioners desires to propose for adoption an ordinance to amend the Alachua County Charter to require referendum approval for the sale or conversion to another use of County-owned lands acquired or used for conservation, recreation, or cultural purposes.

BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1 **SECTION 1. Authorization and Legislative Findings.** This Ordinance is authorized by
2 Chapter 125, Part IV, Florida Statutes, and Article IV, Section 4.2(C), Alachua County Charter, and
3 other applicable law. The Board of County Commissioners finds and declares that all the statements
4 set forth in the preamble of this ordinance are true and correct.

5 **SECTION 2. Amendments to the Alachua County Home Rule Charter.** The amendments
6 to the Alachua County Charter pertaining to protection of County-owned lands acquired or used for
7 conservation purposes set forth in Exhibit A, attached hereto and incorporated herein, are proposed
8 for adoption in accordance with Subsection 4.2(C)(1), Alachua County Charter.

9 **SECTION 3. Referendum.**

10 a. The proposed amendment to the Alachua County Charter in Section 2 of this
11 ordinance shall be presented to the County electorate by placing the following question on the ballot
12 at the general election to be held on November 4, 2008.

13 b. The Supervisor of Elections of Alachua County shall cause the following question to
14 be placed on the ballot on November 4, 2008:

15 **PROTECTION OF COUNTY-OWNED LANDS ACQUIRED OR USED FOR**
16 **CONSERVATION, RECREATION, OR CULTURAL PURPOSES**

17
18 SHALL THE ALACHUA COUNTY CHARTER BE AMENDED TO REQUIRE THAT THE SALE
19 OR CONVERSION TO ANOTHER USE OF COUNTY-OWNED LANDS ACQUIRED OR USED
20 FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES BE EFFECTIVE ONLY IF
21 APPROVED BY A MAJORITY OF THE ELECTORS IN THE COUNTY IN A COUNTY-WIDE
22 REFERENDUM ELECTION?

23
24 _____ YES

25 _____ NO

26 **SECTION 4. Effective Date of Charter Amendments.** The amendments to the Alachua
27 County Charter adopted as set forth in Exhibit "A" shall be effective on January 1, 2009, only if

1 approved by a majority of the electors voting for each amendment in the general election to be held on
2 November 4, 2008.

3 **SECTION 5. Effective Date of Ordinance.** A certified copy of this ordinance shall be filed
4 with the Department of State by the Clerk of the Board of County Commissioners within ten (10)
5 days after enactment by the Board of County Commissioners, and this ordinance shall take effect
6 upon filing with the Department of State.

7 **SECTION 6. Inclusion in the Code, Scrivener's Error.** It is the intention of the Board of
8 County Commissioners of Alachua County, Florida, and it is hereby provided that the provisions of
9 this ordinance shall become and be made a part of the Code of Laws and Ordinances of Alachua
10 County, Florida; that the sections of this ordinance may be renumbered or relettered to accomplish
11 such intention; and that the word "ordinance" may be changed to "section," "article," or other
12 appropriate designation. The correction of typographical errors which do not affect the intent of the
13 ordinance may be authorized by the County Manager or designee without public hearing, by filing a
14 corrected or recodified copy of the same with the Clerk of the Circuit Court.

15 **SECTION 7. Severability.** It is the declared intent of the Board of County
16 Commissioners that, if any section, sentence, clause, phrase or provision of this ordinance is for any
17 reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent
18 jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions
19 of this ordinance, and the remainder of this ordinance after the exclusion of such part or parts shall be
20 deemed to be valid.

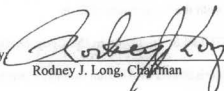
21 **SECTION 8. Liberal Construction and Interpretation.** This ordinance shall be liberally
22 construed in order to effectively carry out the purposes hereof which are deemed to be in the best

1 interest of the public health, safety, and welfare of the citizens and residents of Alachua County,
2 Florida.

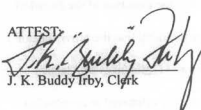
3 DULY ADOPTED in regular session by a unanimous vote of the membership of the Board of
4 County Commissioners this 12th day of August, 2008.

5 BOARD OF COUNTY COMMISSIONERS OF
6 ALACHUA COUNTY, FLORIDA

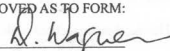
7
8
9
10 By


Rodney J. Long, Chairman

11 ATTEST

12 
13 J. K. Buddy Irby, Clerk
14
15
16
17
18
19
20

APPROVED AS TO FORM:


Alachua County Attorney

EEH/ORDS/ForeverReally.doc

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

EXHIBIT A

Section 1.7 of the Alachua County Charter, regarding sale or conversion of county-owned lands used or acquired for conservation, recreation, or cultural purposes, is added to read:

Sec. 1.7 Sale or conversion of county-owned lands used or acquired for conservation, recreation, or cultural purposes.

(A) A registry is hereby created, consisting of special places owned by Alachua County that are acquired or used for conservation, recreation, or cultural purposes, and that are deemed by the Board of County Commissioners to be worthy of the highest level of protection. The registry shall be known as the "Alachua County Registry of Protected Public Places." At a public hearing the Board may add properties to the Registry by adopting a resolution by a majority plus one vote of the membership of the County Commission. The resolution shall contain the legal descriptions of the sites and a description of the values that supported their inclusion on the Registry, and shall be recorded in the official public records.

(B) Properties, or portions or properties, on the Alachua County Registry of Protected Public Places may not be sold, or converted to a use that will result in a loss of a value or values for which a property was placed on the Registry, except by a majority vote of the electors voting in a countywide referendum election.

(C) The above restrictions on divestiture or conversion of property shall not apply where the property is being taken for a public purpose by the state or federal government by way of eminent domain.

1
2 ALACHUA COUNTY
3 BOARD OF COUNTY COMMISSIONERS
4

5 RESOLUTION 11-64
6

7 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
8 OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY
9 OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR
10 USED FOR CONSERVATION, RECREATION, OR CULTURAL
11 PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY
12 REGISTRY OF PROTECTED PLACES"; TO PLACE BARR
13 HAMMOCK PRESERVE ON THE REGISTRY; PROVIDING FOR
14 RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN
15 EFFECTIVE DATE.
16

17 WHEREAS, Alachua County Board of County Commissioners established the Alachua
18 County Forever land conservation program by adopting an ordinance and asking for voter
19 approval for the issuance of limited general obligation bonds to acquire environmentally
20 significant lands in July, 2000; and

21 WHEREAS, at a general election held on November 7, 2000, a majority of the electors
22 voting in the referendum election approved the issuance of bonds payable from an annual ad
23 valorem tax not exceeding ¼ of 1 mill, the proceeds of which would be used to create the Alachua
24 County Forever Program and acquire, improve, and manage environmentally significant lands to
25 protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation;
26 and

27 WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to
28 impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County
29 Forever Program, and to create, improve, and maintain parks and recreational facilities; and

30 WHEREAS, at a general election held on November 8, 2008, a majority of the electors
31 approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government
32 infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

1 lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks
2 and recreational facilities; and

3 WHEREAS, the Board of County Commissioners adopted an ordinance on August 12,
4 2008, to amend the County Charter subject to referendum approval to require that the sale or
5 conversion to another use of county-owned lands acquired or used for conservation, recreation or
6 cultural purposes and placed on a registry of protected property be effective only if approved by a
7 majority of electors in the countywide referendum election; and

8 WHEREAS, on November 8, 2008, a majority of the electors approved the charter
9 amendment to prevent the sale or conversion of county-owned lands acquired or used for
10 conservation, recreation or cultural purposes without first acquiring a majority of vote of the
11 electors voting in a countywide referendum election; and

12 WHEREAS, the Board of County Commissioners desires to place the Barr Hammock
13 Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and
14 identified by name and legal description ("Registered Property") on the "Alachua County Registry
15 of Protected Public Places"; and

16 WHEREAS, it is the intent of the Board of County Commissioners to restrict the
17 Registered Property to uses described in the Notice of Registration to protect the values for which
18 it was acquired ("Public Values").

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

21 **Section 1.** This resolution is adopted pursuant to Section 1.7 of the Alachua County
22 Home Rule Charter.
23

1 **Section 2.** The properties identified in Composite Exhibit "A", Notice of Registration
2 attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of
3 Protected Public Places.
4

5 **Section 3.** Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the
6 Alachua County Registry of Protected Public Places may not be sold or converted to a use
7 resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the
8 electors voting in a countywide referendum election.
9

10 **Section 4.** The County Manager is hereby directed to record this resolution in the Official
11 Records of Alachua County.
12

13 **Section 5.** This resolution shall become effective immediately upon adoption.
14

15 DULY ADOPTED in regular session this 14th day of June, 2011.

16
17 BOARD OF COUNTY COMMISSIONERS
18 ALACHUA COUNTY, FLORIDA
19

20
21 By: _____
22

Lee Pinkoson, Chair

23 ATTEST:
24

25
26 _____
27 J.K. Irby, Clerk of Court
28
29

30 (SEAL)
31
32
33

APPROVED AS TO FORM

Alachua County Attorney

1 Exhibit A. Barr Hammock Preserve Notice of Registration



NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Barr Hammock Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that Barr Hammock Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a Registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the Registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the Registry, except by a majority vote of the electors in a County-wide election. Barr Hammock Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational resource-based recreational experience. Alachua County has evaluated Barr Hammock Preserve and has determined it is worthy of this level of protection.

GOALS:

Barr Hammock Preserve will be used only for the conservation, protection and enhancement of natural resources, and for outdoor resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Barr Hammock Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by uses, and the provision of nature-based recreational experiences that enhance the visitor's enjoyment and appreciation of Alachua County's natural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in lesser condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and timber thinning. The management plan approved by the County Commission (on file with Alachua County), the FCT Grant Covenants and the NAWCA Notice of Grant Requirements recorded in the public records, all require the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered *a conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

The 5,520-acre Barr Hammock Preserve is located in south central Alachua County between I-75, Wachoota Road and SR-121, approximately one mile north of the Alachua/Marion County line. It is comprised a portion of Ledwith Prairie, the majority of the

land bridge between Levy and Ledwith Prairies, and large portion of Levy Prairie. Access to the property is through Micanopy Hammock Estates off of SW 3rd Street, via SE 11th Dr off SE Wacahoota Rd and via Wacahoota Rd. Paynes Prairie Preserve State Park is adjacent to Barr Hammock Preserve, and is located just east of the Interstate. The Registered Property is legally described in Exhibit A and a general location map is provided in Exhibit B. A Boundary Survey is on file with Alachua County.

ACQUISITION HISTORY:

Barr Hammock Preserve is comprised of three separate acquisitions under the Alachua County Forever Program (ACF). The 2,302-acre Rayonier Tract acquired on September 26, 2006, the 3,139-acre Whitehurst Tract and the 79-acre Hare Tract, both acquired on March 13, 2009. All of the Barr Hammock Preserve Tracts were funded with funds from the Alachua County Forever Bond Proceeds and the State of Florida, Florida Communities Trust Program (FCT). In addition, the Whitehurst and Hare Tracts were partially funded by the United States Department of Agriculture Fish and Wildlife Service North American Wetlands Conservation Act (NAWCA) Program.

PUBLIC VALUES:

The primary public value of Barr Hammock Preserve is its diverse assemblage of over 20 upland and wetland natural communities providing critical habitat for listed and migratory species. It comprises the land bridge between Ledwith and Levy Prairies, and includes approximately two-thirds of Levy Prairie and a 700-acre portion of Ledwith Prairie. Depending on their water levels, Ledwith and Levy Prairies fluctuate between being lakes and basin marshes, much like the significantly larger and better known Paynes Prairie Preserve State Park. Ledwith Prairie is especially important because it is one of the few large prairie lakes in Alachua County where you can view a natural shoreline uninterrupted by development. At least 20 listed species of plants and animals are known to occur on the site. The Barr Hammock Preserve contains habitat recognized as typically suitable for 25 listed animal species as modeled by the Florida Fish and Wildlife Conservation Commission.

Water Resources. The Barr Hammock Preserve is located in the perforated aquifer zone of Alachua County. This is an area underlain by the Hawthorn Group perforated by numerous karst features that create a direct connection to the Floridan aquifer. Barr Hammock Preserve lies within a drainage basin that extends to the south of Ledwith Prairie and eastward toward Paynes Prairie and westward to Kanapaha Prairie. An area of hardwood forest, traditionally referred to as Barr Hammock, separates Ledwith Prairie from Levy Prairie. These freshwater marshes undergo water level fluctuations that coincide with climatic and seasonal rainfall patterns. During periods of high water, Ledwith drains north to Levy Prairie through a slough in the hardwood forest and as sheet flow through the hydric hammock. Levy Prairie then drains to the west to Kanapaha Prairie where waters from the basin enter the aquifer through Pierson's Sink.

Wildlife. The Property is a key component of a connected landscape that links the Ocala National Forest, Paynes Prairie Preserve State Park, Goethe State Forest, and the Gulf Coast, including the Lower Suwannee National Wildlife Refuge. The majority of the project site falls within the Florida Ecological Greenways Network, developed by the University of Florida and the Florida Department of Environmental Protection, and which is used to help identify the best

opportunities to protect ecological connectivity statewide. The Property also falls within the Florida Natural Areas Inventory's (FNAI) Habitat Conservation Priorities, which prioritizes places that harbor both the greatest number of rare species and those species with the greatest conservation need. In 2007, FNAI determined that this site is a Locally Significant Natural Area (LNA) based on bird habitat and 2,164 acres of FNAI Priority 1-4 Habitat. FNAI Element Occurrences located in or immediately adjacent to the Whitehurst-Levy Lake parcel are for Florida Sandhill Crane and Southern Bald Eagle. Florida Fish and Wildlife Conservation Commission (FWC) have designated 1,491 acres of the Preserve as a Strategic Habitat Conservation Area (SHCA) for the Florida sandhill crane and other wading birds. The SHCA's are an ecological planning and management designation for lands described as "essential to providing some of state's rarest animals, plants, and natural communities with the land base necessary to sustain populations into the future." The FWC's "Closing the Gaps in Florida's Wildlife Habitat Conservation System", 1994 report lists the Preserve's Levy Prairie as important for the twenty-four animal species including: bald eagles, American alligators, various wading birds and turkeys fox squirrel, southeastern American kestrel, limpkin, gopher tortoise, Florida pine snake, and eastern indigo snake.

The Preserve protects wintering grounds, important staging areas, and permanent foraging and nesting habitat, key factors in the sustainability of resident and migratory species. Barr Hammock Preserve is within the Partners in Flight Bird Conservation Area 31 in peninsular Florida and lie within the Atlantic Coast Joint Venture's Orange Creek/Ocklawaha Basin Waterfowl Focus Area. The Preserve provides excellent habitat for numerous endemic and listed avian species, hosting migratory and resident Sandhill Cranes, Wood Storks and several other federal and state listed endangered species, threatened species, and species of special concern. Other species regarded as priority species such as Northern Pintail, Mottled Duck, Lesser Scaup, Mallard, Black Duck, Fulvous Whistling Duck, and Black Bellied Whistling Duck. Herons, Egrets, Ibis and other waterbirds and wading birds utilize the area year-round. The properties in the project area also host neo-tropical migrants. Raptors congregate and forage within the area, notably Swallow-tailed Kite, Northern Harrier, Bald Eagle, Red-shouldered Hawk, Coopers Hawk, Osprey, and American Kestrel. Habitats the prairies provide are suitable for the federally Endangered Whooping Crane.

Habitat. Barr Hammock Preserve contains at least 20 separate plant communities as classified by the FNAI including basin marsh, shrub swamp, prairie Lake, and wet prairie within the Levy Lake basin, mesic flatwoods, hydric hammock, upland mixed forest, baygall, blackwater stream, depression marsh, sinkhole Lake, and basin swamp. The ecological quality of the Property is generally excellent. The hydric hammock is floristically rich and species richness of Levy Prairie is changing since its restoration. The variety of natural communities from herbaceous wetlands to forested, fire-maintained uplands give a broad range of habitats for plants.

Two State Endangered, one Threatened and three Commercially Exploited plants are known to occur on Barr Hammock Preserve. All of these plants are found in the undisturbed hammock and wetland portions of the Preserve. Further inventory of the preserve is likely to reveal additional listed species. FNAI has identified portions of the site as Priority 1 or Priority 2 Potential Habitat for Rare Species. Plant species identified by FNAI as possibly occurring on or near the Preserve include pondspice, incised groove-bur, variable-leaved Indian-plantain, Wagner's spleenwort, Curtiss' spleenwort, ruffled spleenwort, many-flowered grass-pink,

celestial lily, pinewood dainties, giant orchid, florid mountain-mint, silver buckthorn, pinkroot and variable-leaf crownbeard. Protecting listed species populations is a primary management goal for the County.

The ecological values are more fully documented in the Site Evaluation Reports and the adopted Management Plan for the Preserve Tracts on file with Alachua County.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. To the greatest extent possible, improvements will be located to minimize impacts to natural resources, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites. The Barr Hammock Preserve provides outstanding scenic vistas, and excellent opportunities for resource-based recreation such as nature appreciation, photography, hiking and biking. It can also provide opportunities for natural and cultural interpretive and educational programs. An improved parking area and trail head are envisioned to create safe access to the Preserve. The levees surrounding Levy Lake make excellent scenic nature trails. Compatible planned improvements include hiking and biking trails, boardwalks, interpretative signage, benches and other seating areas, a landscaped scenic observation platform and scenic overlooks on Ledwith Prairie, a bench swing and wildlife observation platform on Levy Prairie. Geo-caches are permitted when located close to an existing trail and where access to which would not significantly impact the ecologically sensitive areas. A tetherball court and horseshoe pit or similar minimal recreational improvements are permitted at the parking area or on the northern 15-acre parcel (Tax Parcel Number 16374-004-000). Also permitted are regularly scheduled educational classes or outdoor programs that promote the protection of environmental resources.

A nature center designed to blend in with the environment whose location and use minimizes ecological disturbance to the greatest degree practicable and that is used primarily as an outdoor education and resource-based recreation center is allowed.

Research that is compatible with the above stated goals is acceptable under the appropriate agreements with the County.

The development of up to two residences on site for security purposes that are located in areas that minimizes resource impacts.

Resource Management. The Preserve is in good condition and will require limited restoration and management. The hammock/hardwood forest areas will require exotic plant control. The flatwoods and some of the wetlands require a regular prescribed fire program. Forest management practices will now shift from intensive silvicultural operations to preserving and enhancing the natural resource values of the Preserve. Forest management will focus on converting the remaining pine plantations to uneven-aged, open pine forests with a diverse, native understory to restore, enhance and preserve the ecological values of the pine forests in Barr Hammock Preserve. Tools for restoration may include timber and forest products harvests, re-vegetation, re-contouring earthwork, targeted removal of unwanted species and other practices that further the goals of restoration. Revenue generated from forest management within Barr Hammock Preserve will be used to fund restoration activities in the Preserve or other Alachua County Forever Preserves. The original hunt camp area may be used for the development of resource-based recreational and educational facilities.

Feral animals that pose a threat to the natural resource values of the property will be removed.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, more intensive agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Non-resource-based recreational and non-interpretational signage is prohibited since it creates visual blight and detracts from resource-based recreation in natural areas. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access for mobility-impaired persons engaged in permitted uses on the Preserve. All development that is not associated and that does not enhance the goals of water quality protection, habitat protection and do not further resource-based recreation is prohibited. Use of any of the improvements now or to be constructed on the property must not conflict with the stated goals of this Preserve.

Notice of Registry
Alachua County Registry of Public Protected Places
Barr Hammock Preserve

EXHIBIT A.

LEGAL DESCRIPTION

"Barr Hammock-Whitehurst" tract

EXHIBIT "A" PAGE 1 OF 3

INSTRUMENT # 2490071 5 PGS

Tax Parcel No. 07418-000-000

All Section 23, Township 11 South, Range 19 East, Alachua County, Florida.

Tax Parcel No. 07419-000-000

All of Section 24, Township 11 South, Range 19 East, Alachua County, Florida.

Tax Parcel No. 07421-001-000

A tract of land situated in Section 26, Township 11 South, Range 19 East, Alachua County, Florida, said tract of land being more particularly described as follows: Commence at the Southwest corner of Section 26, Township 11 South, Range 19 East, and run North 01° 56' 12" West, along the West line of said Section 26, 1939.95 feet to the Point of Beginning; thence continue North 01° 56' 12" West, along the West line of said Section 26, 3366.41 feet to the Northwest corner of said Section 26; thence run North 89° 18' 00" East, along the North line of said Section 26, 5317.53 feet to the Northeast corner of said Section 26; thence run South, along the East line of Section 26, 263.06 feet, more or less; thence run South 64° 37' 45" West 1500.92 feet, more or less; thence run South 52° 52' 45" West, 1882.15 feet; thence run South 59° 24' 15" West, 712.30 feet; thence South 59° 23' 15" West, 579.30 feet; thence run South 59° 24' 45" West, 1435.35 feet to the Point of Beginning.

Tax Parcel No. 16374-004-000

Begin at the Northeast corner of Lot 39, Harrison Subdivision of Lot 7 of the Levy Grant, recorded in Chancery Order Book "C," page 432 of the Public Records of Alachua County, Florida, and thence run South 19° 21' 46" West 525.0 feet to a concrete monument and the Point of Beginning; thence continue South 19° 21' 46" West 846.97 feet to a concrete monument and the South line of Lot 39; thence run North 86° 36' 28" West 683.10 feet to a point; thence un North 19° 21' 42" East 232.06 feet to a concrete monument; thence continue North 19° 21' 42" East 722.0 feet to a concrete monument; thence run South 70° 38' 18" East 209.0 feet to a concrete monument; thence run North 19° 21' 43" East 477.57 feet to a concrete monument; thence run South 86° 36' 00" East 267.80 feet to a concrete monument; thence run South 19° 21' 46" West 525.0 feet to a concrete monument; thence run South 86° 35' 56" East 210.0 feet to a concrete monument and the Point of Beginning.

Tax Parcel No. 16472-000-000

All in Lake (all water) in Section 20, Township 11 South, Range 20 East, less and except the following:

Commencing at the Northeast corner of Section 20, Township 11 South, Range 20 East, thence run North 85 1/4 degrees West on South line of Moses E. Levy Grant 25 chains to lake, thence South 33 degrees, 48 minutes East 15 chains to a corner, thence North 67 1/2 degrees East 14 1/2 chains to East line of Section 20, thence North 1.75 chains to beginning, all in the Northeast corner of Section 20, Township 11 South, Range 20 East.

Tax Parcel No. 16476-000-000

That part of Fractional Section in Levy Lake, Less North 1320 feet of West 1757 feet of Section 21, Township 11 South, Range 20 East EXCEPT: That part of the North 1/2 of Fractional Section 21, Township 11 South, Range 20 East, and being more particularly described as follows: Commence at the Northeast corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida,

EXHIBIT "A" - PAGE 2 OF 3

for a point of reference, thence run South 01° 09' 00" West along East line of said Fractional Section 21, a distance of 1721.03 feet to an intersection with the survey center line of State Road No. 93 (I.R. 75), thence continue South 01° 09' 11" West along the said East line of said Fractional Section 21, a distance of 35.83 feet, thence run South 58° 42' 07" West a distance of 216.52 feet to an intersection with the Southwesterly right-of-way line of a 66 foot service road for State Road No. 93 (I.R. 75) and the point of beginning. From said point of beginning, thence run South 35° 15' 29" East along the said Southwesterly right-of-way line a distance of 25.0 feet, thence run South 58° 42' 07" West a distance of 155.96 feet to an intersection with the East property line of the Allen Richards property, thence run North 04° 07' 55" East along the said East line of the Allen Richards property a distance of 245.16 feet to an intersection with the said Southwesterly right-of-way line of the 66 foot service road for State Road No. 93 (I.R. 75), thence run South 35° 15' 29" East along the said Southwesterly right-of-way line a distance of 175.12 feet to the point of beginning.

Tax Parcel No. 16471-001-000

A tract of land being Section 19, Township 11 South, Range 20 East, Alachua County, Florida, LESS the following described parcel of land: Commence at the Southeast corner of Section 19, Township 11 South, Range 20 East, and run South 89° 18' 00" West, along the South line of said Section 19, 71.13 feet to the Point of Beginning; thence run North 40° 34' 15" West, 1602.79 feet; thence run North 40° 34' 15" West, 1026.75 feet; thence run South 53° 00' 45" West 1355.85 feet; thence run South 81° 57' 45" West, 981.30 feet; thence run South 85° 36' 45" West, 1053.50 feet; thence run West to the West line of said Section 19; thence run South, along the West line of said Section 19, to the Southwest corner of said Section 19; thence run North 89° 18' 00" East, along the South line of said Section 19, to the Point of Beginning.

x Parcel No. 16822-001-000

A tract of land situated in Section 28, Township 11 South, Range 20 East, Alachua County, Florida, said tract of land being more particularly described as follows: Begin at the Southeast corner of the Northeast Quarter (NE ¼) of Section 28, Township 11 South, Range 20 East, and run South 01° 00' 19" East, along the East line of said Section 28, 3.08 feet; thence run South 89° 25' 47" West, 784.69 feet; thence run North 48° 45' 13" West, 1901.22 feet; thence run South 86° 50' 02" West, to the West line of said Section 28; thence run North 00° 56' 41" West, along the West line of said Section 28, to the Northwest corner of said Section 28; thence run North 89° 18' 00" East, along the North line of said Section 28, 5315.24 feet to the NE corner of said Section 28, thence run South along the East line of Section 28 to the Point of Beginning.

Tax Parcel No. 16824-000-000

Beginning at the Southeast corner of Section 29, Township 11 South, Range 20 East, run West 16 chains, thence run North 34 chains to Still Branch thence down the center of the branch to Levy Lake, thence to the Half Mile Post on the North Section line, thence East to the corner of the Section, thence South to the point of beginning.

Abstracter's Note: This legal description also covers TP No. 16824-001-000 which is North of dike.

Tax Parcel No. 16824-001-000

Beginning at the Southeast corner of Section 29, Township 11 South, Range 20 East, run West 16 chains, thence run North 34 chains to Still Branch thence down the center of the branch to Levy Lake, thence to the Half Mile Post on the North Section line, thence East to the corner of the Section, thence South to the point of beginning.

Abstracter's Note: This legal description also covers TP No. 16824-000-000 which is South of dike and North of Micanopy Hammock Subdivision.

Tax Parcel No. 16825-001-000

A tract of land situated in Section 29, Township 11 South, Range 20 East, Alachua County, Florida, said tract of land being more particularly described as follows: Begin at the Northwest corner of Section 29,

EXHIBIT "A" - PAGE 3 OF 3

Township 11 South, Range 20 East, and run North 89° 18' 00" East, along the North line of said Section 29, 2657.00 feet to the Northeast corner of the Northwest Quarter (NW 1/4) of said Section 29; thence run South 34° 12' 54" East, along the Bauknight West property line, 1716.96 feet; thence leave Bauknight West property line and run South 60° 16' 17" West, 1350.86 feet; thence run North 73° 32' 43" West, 1742.65 feet; thence run North 28° 21' 23" West, to the West line of said Section 29; thence run North 00° 46' 06" West, along the West line of said Section 29, to the Point of Beginning., said tract of land containing approximately 117.7 acres.

Tax Parcel No. 16812-000-000

That part of the North Half (N 1/2) of Section 27, in Township 11 South, Range 20 East, Alachua County, Florida lying West of Interstate Highway I-75.

Tax Parcel No. 16478-001-000

All that part of Section 22, Township 11 South, Range 20 East, Alachua County, Florida, lying West of Interstate Highway I-75.

Tax Parcel No. 16823-000-000

Beginning at the Southwest corner of Section 28, Township 11 South, Range 20 East and running thence North 1050 feet to a stake; thence East 210 feet to a stake; thence South 1050 feet to a stake; thence West 210 feet to the beginning, and containing 5 acres. All lying and being in Alachua County, Florida.

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of fractional Section 21 a distance of 150.12 feet; thence South 04 degrees, 20 minutes, 37 seconds West 1320 feet; thence North 85 degrees 59 minutes 44 seconds West a distance of 104.86 feet to the West line of said fractional Section 21; thence run North along the West line of said fractional section a distance of 1320 feet to the Point of Beginning.

LESS AND EXCEPT:

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.56 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run Westerly 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet to the Point of Beginning.

Wp seller

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of fractional Section 21 a distance of 150.12 feet; thence South 04 degrees, 20 minutes, 37 seconds West 1320 feet; thence North 85 degrees 59 minutes 44 seconds West a distance of 104.86 feet to the West line of said fractional Section 21; thence run North along the West line of said fractional section a distance of 1320 feet to the Point of Beginning.

AND:

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.56 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run Westerly 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet to the Point of Beginning.

Exhibit "A" (continued)
"Barr Hammock-Hare" tract

All of That Portion of Lot 78 of Leitner Subdivision of Lots 8 and 9 of the Moses E. Levy Grant, According to the Map or Plat Thereof Recorded in Deed Book J, Page 645, Public Records of Alachua County, Florida, Lying South of the Micanopy-Wacahoota Paved Road;

And Also:

Commence 883 Feet West of the Southeast Corner of Lot 78 of the Leitner Subdivision of Lots 8 and 9 of the Moses E. Levy Grant, According to the Map Thereof Recorded in Deed Book J, Page 645, Public Records of Alachua County, Florida, and Run West 1757 Feet; Thence Run South 80 Rods; Thence Run East 1757 Feet; Thence Run North 80 Rods to Point of Beginning; All Lying and Being in Section 21, Township 11 South, Range 20 East, Alachua County, Florida.

Less and Except: Three (3) Acres in the Northwest Corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida. Said three acres being more particularly described as: Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.57 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run North 85 degrees, 59 minutes, 59 seconds West 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet more or less to the Point of Beginning.

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.57 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run Westerly 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet to the Point of Beginning.

"By acceptance of this quit claim deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants recorded in the Public Records of Alachua County, Florida at Official Records Book ~~2864~~ Page ~~582~~. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes."

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of fractional Section 21 a distance of 150.13 feet; thence South 04 degrees, 20 minutes, 37 seconds West 1320 feet; thence North 85 degrees 59 minutes 44 seconds West a distance of 104.86 feet to the West line of said fractional Section 21; thence run North along the West line of said fractional section a distance of 1320 feet more or less to the Point of Beginning.

"By acceptance of this quit claim deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants recorded in the Public Records of Alachua County, Florida at Official Records Book ~~3864~~ Page ~~582~~. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes."

"Barr Hammock-Rayonier" tract

Description: As Furnished (Per Official Records Book 2260, Page 2038)

TOWNSHIP 11 SOUTH - RANGE 19 EAST:

Section 25:

All of Section 25.

Section 26: All of Section 26, LESS the following tract of land: Commence at the Southwest corner of Section 26, Township 11 South, Range 19 East, and run North $01^{\circ}56'12''$ West, along the West line of said Section 26, 1,939.95 feet to the Point of Beginning; thence continue North $01^{\circ}56'12''$ West, along the West line of said Section 26, 3,366.41 feet to the Northwest corner of said Section 26; thence run North $89^{\circ}18'00''$ East, along the North line of said Section 26, 5,317.53 feet to the Northeast corner of said Section 26; thence run South, along the East line of Section 26, 263.06 feet, more or less; thence run South $64^{\circ}37'45''$ West, 1,500.92 feet, more or less; thence run South $52^{\circ}52'45''$ West, 1,882.15 feet; thence run South $59^{\circ}24'15''$ West, 712.30 feet; thence run South $59^{\circ}23'15''$ West, 579.30 feet; thence run South $59^{\circ}24'45''$ West, 1,435.35 feet to the Point of Beginning.

ALL OF THE FOREGOING BEING IN TOWNSHIP 11 SOUTH - RANGE 19 EAST

TOWNSHIP 11 SOUTH - RANGE 20 EAST

Section 19: The following described land in Section 19, Township 11 South, Range 20 East: Commence 71.13 feet West of the Southeast corner of Said Section 19 for the Point of Beginning; thence run North $40^{\circ}34'15''$ West, 2,629.54 feet; thence South $53^{\circ}00'45''$ West, 1,355.85 feet; thence South $81^{\circ}57'45''$ West, 981.30 feet; thence South $85^{\circ}36'45''$ West, 1,053.50 feet; thence West to the West line of said Section 19; thence South along Section line to Southwest corner; thence East along Section line to the Point of Beginning.

Section 28: All of Section 28, Township 11 South, Range 20 East; LESS The South 350 yards of the West 70 yards; AND LESS the following tract of land: Begin at the Southeast corner of the Northeast $1/4$ of Section 28, Township 11 South, Range 20 East, and run South $01^{\circ}00'19''$ East, along the East line of said Section 28, 3.08 feet; thence run South $89^{\circ}25'47''$ West, 784.69 feet; thence run North $48^{\circ}45'13''$ West, 1,901.22 feet; thence run South $86^{\circ}50'02''$ West to the West line of said Section 28; thence run North $00^{\circ}56'41''$ West, along the West line of said Section 28, to the Northwest corner of said Section 28; thence run North $89^{\circ}18'00''$ East, along the North line of said Section 28 to the Northeast corner of said Section 28; thence run South along the East line of said Section 28 to the Point of Beginning.

Section 29: All of Section 29 Township 11 South, Range 20 East; LESS 166 acres on the East side thereof sold to Bauknight in Deed Book "I", Page 125, Public Records of Alachua County, Florida. ALSO LESS the following described property: Begin at the Northwest corner of Section 29,

Township 11 South, Range 20 East, and run North 89°18'00" East, along the North line of said Section 29, 2,657.00 feet to the Northeast corner of the Northwest 1/4 of said Section 29; thence run South 34°12'54" East, along the Bauknight West property line, 1,716.96 feet; thence leave said Bauknight West property line, and run South 60°16'17" West, 1,350.86 feet; thence run North 73°32'43" West, 1,742.65 feet; thence run North 28°21'23" West to the West line of said Section 29; thence run North 00°46'06" West, along the West line said Section 29, to the Point of Beginning.

Section 30: Lots 1 to 14, both inclusive in Section 30, Township 11 South, Range 20 East, as per survey recorded in Deed Book "O", Page 491, Public Records of Alachua County, Florida.

The above described parcel of land being more particularly described as follows:

PARCEL 1

A parcel of land lying conjointly in Sections 25 and 26, Township 11 South, Range 19 East, Sections 19, 29 and 30, Township 11 South, Range 20 East, and being a portion of the J.B. Myers Plat of Section 30, Township 11 South, Range 20 East, in the Arredondo Grant, all lying in Alachua County, Florida and being described as follows:

Begin at a 4"x4" concrete monument marking the Southwest corner of Section 26, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 26, N 1°56'39" W, a distance of 1940.41 feet to a found 4"x4" concrete monument; thence departing said East line, N 59°23'04" E, a distance of 1434.15 feet to a found 3/4" iron pipe; thence N 59°21'41" E, a distance of 579.33 feet to a found 3/4" iron pipe; thence N 59°21'32" E, a distance of 712.00 feet to a found 3/4" iron pipe; thence N 52°49'22" E, a distance of 1882.05 feet to a found 3/4" iron pipe; thence N 64°40'06" E, a distance of 1513.64 feet to a set 4"x4" concrete monument stamped LB 6888, said concrete monument being on the East line of said Section 26, the same being the West line of Section 25, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 25, N 1°36'21" W, a distance of 263.06 feet to a found 3/4" iron pipe at the Northwest corner of said Section 25; thence departing said West line and on the North line of said Section 25, N 89°15'46" E, a distance of 5318.19 feet to a found 4"x4" concrete monument stamped RLS 940 at the Northeast corner of said Section 25, the same being the Southwest corner of Section 19, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said North line and on the West line of said Section 19, N 0°47'10" W, a distance of 1032.11 feet to a set 4"x4" concrete monument stamped LB 6888; thence departing said West line, N 89°56'25" E, a distance of 442.95 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 85°33'10" E, a distance of 1053.50 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 81°54'10" E, a distance of 981.30 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 52°57'10" E, a distance of 1355.85 feet to a found 1" iron pipe; thence S 40°37'50" E, a distance of 2635.16 feet to a found 1 1/2" iron pipe, said iron pipe being on the South line of said Section 19; thence on the South line of said Section 19, N 89°14'34" E, a distance of 68.69 feet to a found 5/8" iron rod and cap stamped LB 6895 at Southeast corner of said Section 19, the same being the Northwest corner of Section 29, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said South line and on the West line of said Section 29, S 0°50'57" E, a distance of 124.23 feet to a found 1 3/4" iron pipe; thence departing said West line, S 28°24'50" E, a distance of 1635.84 feet to a found 3/4" iron pipe; thence S 73°36'21" E, a distance of 1742.53 feet to a

found 1" iron rod; thence N 60°15'37" E, a distance of 1107.60 feet to a set 4"x4" concrete monument stamped LB 6888; thence continue N 60°15'37" E, a distance of 63.4 feet more or less to the centerline of Still Branch, said centerline being the West line of a parcel of land as described in Deed Book "I", Page 125, of the Public Records of Alachua County, Florida; thence Southerly on the meanderings of the centerline of Still Branch, the same being the West line of said parcel of land as described in Deed Book "I", Page 125, a distance of 2441 feet more or less to an intersection with the West line of said parcel as described in Deed Book "I", Page 125; thence departing the centerline of Still Branch and continuing on the West line of said parcel of land as described in Deed Book "I", Page 125, S 0°57'25" E, a distance of 8 feet more or less to a found 4"x4" concrete monument; thence continuing on said West line, S 0°57'25" E, a distance of 2350.87 feet to found 4"x4" concrete monument, said concrete monument being the Southwest corner of said parcel of land as described in Deed Book "I", Page 125, said monument also being on the South line of said Section 29, Township 11 South, Range 20 East, Alachua County, Florida; thence departing the West line of said parcel of land as described in Deed Book "I", Page 125 and on the South line of said Section 29, the same being the North line of Micanopy Hammock, as recorded in Plat Book "K", Page 46, of the Public Records of Alachua County, Florida, S 89°04'58" W, a distance of 4274.64 feet to a found 4"x4" concrete monument at Southwest corner of said Section 29, the same being the Southeast corner of Section 30, Township 11 South, Range 20 East, Alachua County, Florida, the same also being the Southeast corner of Lot 18, J.B. Myers Plat of Section 30 of the Arredondo Grant, as recorded in Deed Book "O", Page 491, of the Public Records of Alachua County, Florida; thence N 0°50'57" W on the West line of said Section 29, the same being the East line of said Section 30, the same also being the East line of Lots 18, 17 and 15 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, a distance of 1985.15 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southeast corner of Lot 14 of said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said West and East lines and on the South line of said Lot 14 the same being the North line of Lot 15 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 88°54'51" W, a distance of 1314.77 feet to a set 4"x4" concrete monument stamped LB 6888 on the East right of way of an un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said South and North lines and on the East right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant, N 1°06'54" W, a distance of 3316.18 feet to a set 4"x4" concrete monument stamped LB 6888 on the North line of Lot 2 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, the same also being the North line of said Section 30, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said East right of way line and on the North line of Lot 2 and 3 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, the same also being the North line of said Section 30, Township 11 South, Range 20 East, Alachua County, Florida, S 89°14'34" W, a distance of 33.00 feet to a set 4"x4" concrete monument stamped LB 6888 on the West right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said North lines and on the West right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 1°06'54" E, a distance of 3316.37 feet to a set 4"x4" concrete monument stamped LB 6888 on the South line of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said West right of way line and on the South line of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 88°54'51" W, a distance of 1505.85 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant the same being the Easterly edge of Ledwith Lake; thence departing said South

line and on the West and South lines of Lots 13, 12, 9, 5, 6, 7 and 8 of said J.B. Myers Plat of Section 30 of the Arredondo Grant and the Easterly and Northerly edge of said Ledwith Lake through the following courses, N 37°32'43" W, a distance of 275.60 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 23°21'39" W, a distance of 163.48 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 40°54'09" W, a distance of 368.35 feet to found 4"x4" concrete monument; thence N 11°10'10" W, a distance of 383.14 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 21°35'51" E, a distance of 450.02 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 24°41'11" E, a distance of 200.00 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 5°18'09" E, a distance of 505.72 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 73°04'16" W, a distance of 287.92 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 32°11'37" W, a distance of 520.86 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 66°55'45" W, a distance of 494.94 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 70°07'46" W, a distance of 440.53 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 88°06'24" W, a distance of 574.94 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 67°08'34" W, a distance of 94.66 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 51°25'08" W, a distance of 105.96 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 82°39'46" W, a distance of 58.08 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of Lot 8 of said J.B. Myers Plat of Section 30 of the Arredondo Grant the same being on the West line of aforesaid Section 30, Township 11 South, Range 20 East, Alachua County, Florida and also being the East line of Section 25, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 30 the same being on the East line of said Section 25, S 1°10'10" E, a distance of 3521.04 feet to a found 2" iron pipe at the Southwest corner of said Section 30 the same being the Southeast corner of said Section 25; thence departing said East and west lines and on the South line of said Section 25, S 89°13'42" W, a distance of 5277.80 feet to a found 4"x4" concrete monument at the Southwest corner of said Section 25, the same being the Southeast corner of aforesaid Section 26, Township 11 South, Range 19 East, Alachua County, Florida; thence departing the South line of said Section 25 and on the South line of the Southeast 1/4 of said Section 26, S 89°02'56" W, a distance of 2642.76 feet to a found 5/8" iron rod at the Southwest corner of the Southeast 1/4 of said Section 26, the same being the Southeast corner of the Southwest 1/4 of said Section 26; thence on the South line of the Southwest 1/4 of said Section 26, S 89°15'45" W, a distance of 2646.07 feet to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2

A parcel of land lying in Section 28, Township 11 South, Range 20 East, all lying in Alachua County, Florida and being described as follows:

Begin at a found 4"x4" concrete monument at the Southeast corner of Section 28, Township 11 South, Range 20 East, all lying in Alachua County, Florida; thence on the South line of the Southeast 1/4 of said Section 28, S 89°13'35" W, a distance of 2661.31 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of the Southeast 1/4 of said Section 28, the same being the Southeast corner of the Southwest 1/4 of said Section 28; thence on the South line of the Southwest 1/4 of said Section 28, S 89°13'35" W, a distance of 2451.31 feet to a set 4"x4"

concrete monument stamped LB 6888 at the Southeast corner of the South 350 yards of the West 70 yards of said Section 28; thence departing said South line and on the East line of the South 350 yards of the West 70 yards of said Section 28, N 0°59'27" W, a distance of 1050.01 feet to a set 4"x4" concrete monument stamped LB 6888 at the Northeast corner of the South 350 yards of the West 70 yards of said Section 28; thence departing said East line and on the North line of the South 350 yards of the West 70 yards of said Section 28, S 89°13'35" W, a distance of 210.00 feet to a set 4"x4" concrete monument stamped LB 6888 at the Northwest corner of the South 350 yards of the West 70 yards of said Section 28 the same being on the West line of said Section 28; thence departing said North Line and on the West line of said Section 28, N 0°59'27" W, a distance of 2724.33 feet to a set 4"x4" concrete monument stamped LB 6888; thence departing said West line, N 86°47'16" E, a distance of 3126.50 feet to a found 1 1/2" iron pipe; thence S 48°46'52" E, a distance of 1901.52 feet to a found 1 1/4" iron pipe; thence N 89°24'29" E, a distance of 784.89 feet to a found 1 1/2" iron pipe on the East line of aforesaid Section 28; thence on said East line, S 1°06'07" E, a distance of 2632.72 feet to the POINT OF BEGINNING.

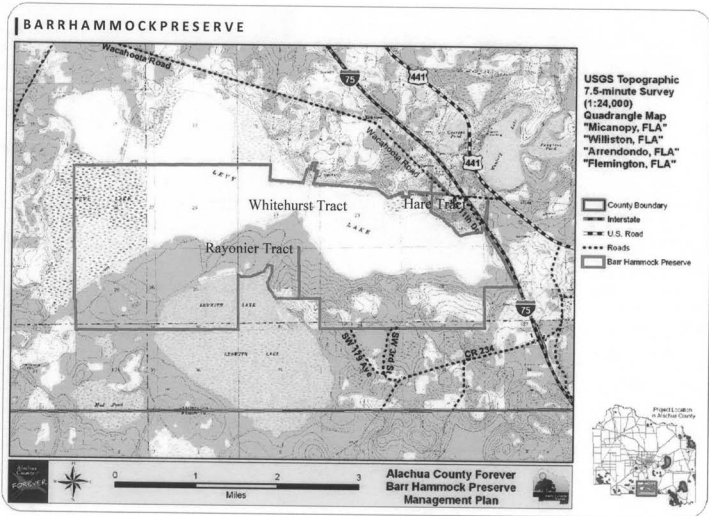
Less and Except (Right of Way)

That part of Lot 78 of the Leitner Subdivision of Lots 8 and 9 of the Moses E. Levy Grant, as per map or plat recorded in Deed book 'J', page 645 of the public records of Alachua County, Florida and that lies 50.0 feet southwesterly of and being parallel with and contiguous with the southwesterly right of way line of SE Wacahoota Road.

Note:

The above description has been produced from a boundary survey by Myers-Griffis & Associates, Inc., Project No. MG-1696-08, dated February 17, 2009 for Alachua County.

LOCATION MAP



ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-65

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE MILL CREEK PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding $\frac{1}{4}$ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

1 lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks
2 and recreational facilities; and

3 WHEREAS, the Board of County Commissioners adopted an ordinance on August 12,
4 2008, to amend the County Charter subject to referendum approval to require that the sale or
5 conversion to another use of county-owned lands acquired or used for conservation, recreation or
6 cultural purposes and placed on a registry of protected property be effective only if approved by a
7 majority of electors in the countywide referendum election; and

8 WHEREAS, on November 8, 2008, a majority of the electors approved the charter
9 amendment to prevent the sale or conversion of county-owned lands acquired or used for
10 conservation, recreation or cultural purposes without first acquiring a majority of vote of the
11 electors voting in a countywide referendum election; and

12 WHEREAS, the Board of County Commissioners desires to place the Mill Creek Preserve
13 identified in the Notice of Registration (Exhibit "A") attached to this resolution and identified by
14 name and legal description ("Registered Property") on the "Alachua County Registry of Protected
15 Public Places"; and

16 WHEREAS, it is the intent of the Board of County Commissioners to restrict the
17 Registered Property to uses described in the Notice of Registration to protect the values for which
18 it was acquired ("Public Values").

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

21 **Section 1.** This resolution is adopted pursuant to Section 1.7 of the Alachua County
22 Home Rule Charter.
23

1 **Section 2.** The properties identified in Composite Exhibit "A", Notice of Registration
2 attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of
3 Protected Public Places.
4

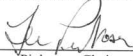
5 **Section 3.** Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the
6 Alachua County Registry of Protected Public Places may not be sold or converted to a use
7 resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the
8 electors voting in a countywide referendum election.
9

10 **Section 4.** The County Manager is hereby directed to record this resolution in the Official
11 Records of Alachua County.
12

13 **Section 5.** This resolution shall become effective immediately upon adoption.
14

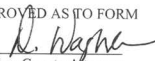
15 DULY ADOPTED in regular session this 14 day of June, 2011.
16

17 BOARD OF COUNTY COMMISSIONERS
18 ALACHUA COUNTY, FLORIDA
19

20 By: 
21 _____
22 Lee Pinkoson, Chair

23 ATTEST:

24 
25 _____
26 J. K. Irby, Clerk of Court
27

28 APPROVED AS TO FORM
29 
30 _____
31 Alachua County Attorney
32

33 (SEAL)

1 Exhibit A. Mill Creek Preserve Notice of Registration



NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Mill Creek Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that Mill Creek Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the registry, except by a majority vote of the electors in a County-wide election. Mill Creek Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational resource-based recreational experience. Alachua County has evaluated Mill Creek Preserve and has determined it is worthy of this level of protection.

GOALS:

Mill Creek Preserve will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Mill Creek Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by previous agricultural uses, and the provision of nature-based recreational experiences that enhances the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and timber thinning. The management plan approved by the County Commission (on file with Alachua County) and the FCT Grant Covenants recorded in the public records, all require the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered a *conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

The 1,226-acre Mill Creek Preserve is located in northwest Alachua County at the intersection of CR 241 and CR 236. It is four miles south and east of the Santa Fe River and two

miles north of the City of Alachua, immediately adjacent to the City's urban reserve. It is comprised of two adjacent properties. The Registered Property is legally described in Exhibit A and a general location map is provided in Exhibit B. Boundary Surveys are on file with Alachua County.

ACQUISITION HISTORY:

Alachua County purchased the fee simple interest in the 1,194-acre Lybass tract on November 8th, 2002. It was the first acquisition under the newly-approved Alachua County Forever Program. Funding for the acquisition of the property was provided by Alachua County Forever Bond Program. A 50% matching grant from the Florida Communities Trust was awarded in November 2002. FCT is funded primarily through the Florida Forever Program, an initiative to protect important conservation lands throughout the state.

Alachua County subsequently purchased the fee simple interest in the 32-acre Halbrook and Steedley Trustees property on August 9, 2006. One hundred percent of the funding came from the Alachua County Forever Bond.

PUBLIC VALUES:

Mill Creek Preserve is managed only for the conservation, protection and enhancement of natural resources, and for public resource-based recreation that is compatible with the conservation, protection and enhancement of the site. Management goals are aimed at improving the condition of natural communities on the site. Natural communities that are in good to excellent condition will be maintained through the use of fire and exotic plant removal. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, nuisance plant removal, prescribed fire, re-vegetation, timber harvesting and earth work.

Water Resources. Mill Creek Preserve is located in a relatively high position in the landscape which contributes to three creek systems draining the following watersheds: Parener's Branch, Townsend Branch, and an unnamed creek that flows through the Santa Fe Ranch Airport watershed. Mill Creek Preserve falls within the Vulnerable area of the Alachua County Aquifer Protection Map and all of the surface waters within the preserve contribute directly to groundwater and aquifer recharge either by joining the Santa Fe River, which disappears into a swallet (sinkhole) or terminating in Mill Creek Sink which also drains to the aquifer.

Habitat. Mill Creek Preserve is composed of a core of high quality hardwood-dominated forests that surround creek systems. These hardwood forests grade into mesic and wet flatwoods along the eastern and western sides of the preserve with various wetlands embedded in the flatwoods matrix as one progresses away from creek systems. The northern portions of the preserve were formerly in agriculture, but much of that acreage is presently forested with planted pine. Mill Creek Preserve's outstanding biotic features include magnificent examples of beech-magnolia slope forest, the largest area of pond pine flatwoods remaining in Alachua County, as well as the largest population of the state-listed pond spice in the County.

There are 15 natural communities within Mill Creek Preserve as classified by the Florida Natural Areas Inventory (FNAI). The core forests are combinations of upland hardwood forest, slope forest, upland mixed forest and baygalls. Sinkholes are also embedded in the matrix of

hardwood forest in the northeastern portion of the Preserve. The hardwood forests of Mill Creek are exceptional partly because they are home to the southernmost population of American Beech (*Fagus grandifolia*) in North America. Much of the preserve north of CR 236 is former agricultural fields (approximately 265 acres or 22% of the preserve). There are approximately 350 acres of planted pine on the preserve planted in former agricultural fields, mesic flatwoods and other communities.

Currently, several listed and tracked plant species are known from Mill Creek Preserve. Three plant species listed as Threatened and one species listed as Endangered by the State of Florida are known to occur within Mill Creek Preserve. The State Endangered (FNAI S2) pond spice (*Litsea aestivalis*) is known from two wetlands in the preserve, one of which is the largest population of pond spice in the County. The three threatened species crane fly orchid, anglepod and southern lady fern are known from upland hardwood forest and slope forest and the southern lady fern is widespread in the preserve. In addition, royal fern and cinnamon fern (*Osmunda regalis* and *O. cinnamomea*), needle palm and greenfly orchid, all listed as Commercially Exploited by the State, are also documented for the Preserve.

Wildlife. Thirteen listed animal species have been observed utilizing habitats within Mill Creek Preserve, including bald eagle (*Haliaeetus leucocephalus*), timber rattlesnake (*Crotalus horridus*), Eastern indigo snake (*Drymarchon couperi*) and gopher tortoise (*Gopherus polyphemus*). All of the natural communities of the Preserve could support listed species, and the matrix of wetland-upland transitional areas provide excellent habitat for amphibian and reptile species. The Preserve is managed in a manner that protects and enhances habitat for listed wildlife species that utilize or potentially utilize the project site.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. The Mill Creek Preserve provides outstanding scenic vistas, and excellent opportunities for resource-based recreation such as nature appreciation, photography and hiking. It can also provide opportunities for natural and cultural interpretive and educational programs. Additional trail systems may be completed with trailside infrastructure such as wildlife observation platforms, bench swings or covered benches. Other proposed physical improvements to aid Preserve management may include additional firebreaks, minor road, culverts low-water crossings and ditch crossings.

To the greatest extent possible improvements shall be located to minimize impacts to the resources and to avoid impacts to listed plant and animal species. Should storm water facilities be necessary, they shall be designed to provide resource-based recreational open space or wildlife habitat, and will have shallow slopes and not be fenced.

Research that is compatible with the above stated goals is acceptable under the appropriate agreements with the County.

The development of a residence on site for security purposes that is located in an area that minimizes impacts to natural resources.

Resource Management. The Preserve is in good condition and will require limited restoration and management. Areas of the Preserve will require exotic plant control. The flatwoods, pine plantations and some of the wetlands require a regular prescribed fire program.

The timber resources at Mill Creek Preserve require manipulation (thinning and harvest) to reach restoration goals. Other management tools such as mechanical treatments (mulching,

roller chopping, mowing, and other mechanical treatments), herbicide treatments, planting or direct seeding of native plant material will all be utilized in reaching restoration goals of natural communities. Future earthmoving may be needed to restore creek banks to a more natural state or to block ditches that drain to creeks. Feral animals that pose a threat to the natural resource values of the property will be removed including use of hunting and trapping strategies.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, more intensive agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Signage not related to resource-based recreational activities or regulation and non-interpretational signage is prohibited since it creates visual blight and detracts from resource-based recreation in natural areas. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access for mobility-impaired persons engaged in permitted uses on the Preserve. All development that is not associated and that does not enhance the goals of water quality protection, habitat protection and do not further resource-based recreation is prohibited. Use of any of the improvements now or to be constructed on the property must not conflict with the stated goals of this Preserve.

EXHIBIT A.

**LEGAL DESCRIPTION
(Mill Creek-Lybass Tract)**

The West Half of the Northeast Quarter (W. 1/2 of N. E. 1/4); and the Northwest Quarter (N. W. 1/4); and the West Half of the Southwest Quarter (W. 1/2 of S. W. 1/4) of Section 14, Township 7 South, Range 18 East, Alachua County, Florida, LESS AND EXCEPT the right of way of County Road No. 241 as described in Right of Way Deed recorded in Deed Book 191, page 67, and LESS AND EXCEPT the right of way of County Road No. 236 as described in Quit Claim Deed Recorded in Deed Book 196, page 41, and LESS AND EXCEPT the right of way of County Road No. 236 as described in Final Judgement recorded in Judgement Book 33, page 431, all of the Public Records of Alachua County, Florida.

AND ALSO;

All of Section 15, Township 7 South, Range 18 East, Alachua County, Florida, LESS AND EXCEPT the right of way of County Road No. 236 as described in Final Judgement recorded in Judgement Book 33, page 431 of the Public Records of Alachua County, Florida.

AND ALSO;

The East Half of the Northeast Quarter (E. 1/2 of N. E. 1/4), or Government Lot 1 of Section 21, Township 7 South, Range 18 East, Alachua County, Florida.

AND ALSO;

A tract of land situated in the North Half (N. 1/2) of Section 22, Township 7 South, Range 18 East, Alachua County, Florida, said tract of land being more particularly described as follows:

BEGIN at an unidentified 1/2" iron pipe at the Northwest corner of the aforementioned Section 22 and thence run N.88°49'48"E. (bearings herein are Grid North Bearings, Florida North Zone), along the North line of said Section 22, a distance of 4201.45 feet to a 4"x4" concrete monument and cap stamped PRM 3784 on the West line of the Old Providence Road also formerly known as the Cox Bridge Road; thence run S.15°18'02"W., along said West line, a distance of 2122.69 feet to an unidentified 5/8" steel rod at an old fence corner; thence run Northwesterly, along an old fence line, being the South line of the lands described in Deed Book 140, pages 103 and 105 and being the North line of the lands described in Deed Book 122, page 223, Deed Book 256, page 46, and Official Records Book 317, pages 73 and 74, all of the Public Records of Alachua County, Florida, the following two (2) courses: (1) N.87°29'13"W., a distance of 1267.35 feet to a 5/8" steel rod and cap stamped ACLS; (2) N.87°13'52"W., a distance of 2246.30 feet to a 5/8" steel rod and cap stamped LS3456 at an old fence corner and on the West line of said Section 22; thence run N.04°09'23"W., along said West line of Section 22, a distance of 1802.32 feet to the POINT OF BEGINNING.

(Halbrook & Steedley Tract)

The East 1/2 of the East 1/2 of the Southeast 1/4 lying South of NW County Road 236. Section 16, Township 7 South, Range 18 East, Alachua County, Florida.

Less and Except (Right of Way)

Section's 14 and 15, Township 7 South, Range 18 East, Alachua County, Florida:

That part of said Section 14 that lies 25.0 feet east of and being parallel with and contiguous with the east right of way line of said County Road No. 241 (100.0 foot right of way); and

That part of said Section's 14 and 15 that lies 25.0 feet north of and being parallel with and contiguous with the north right of way line of County Road No. 236 (100.0 foot right of way) and that lies westerly of the westerly right of way line of County Road No. 241 (100.0 foot right of way); and

That part of the West $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of said Section 14 that lies 25.0 feet north of and being parallel with and contiguous with the north right of way line of County Road No. 236 (100.0 foot right of way) and that lies easterly of the easterly right of way line of County Road No. 241 (100.0 foot right of way); and

That part of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 14 that lies 25.0 feet south of and being parallel with and contiguous with the south right of way line of County Road No. 236 (100.0 foot right of way) and that lies easterly of the easterly right of way line of County Road No. 241 (100.0 foot right of way); and,

That part of said Section 14 that lies 25.0 feet northwesterly, 25.0 feet northeasterly, 25.0 feet southeasterly and 25.0 feet southwesterly of a right of way having a 200.0 foot radius for connecting the rights of way of County Road No. 241 with the rights of way of County Road No. 236, and

That part of said Section's 14 and 15 that lies 25.0 feet south of and being parallel with and contiguous with the south right of way line of county Road No. 236 (100.0 foot right of way) and that lies westerly of the westerly right of way line of County Road No. 241 (100.0 foot right of way); and

That part of said Section 14 that lies 25.0 feet West of and being parallel with and contiguous with the west right of way line of County Road No. 241 (100.0 foot right of way); and

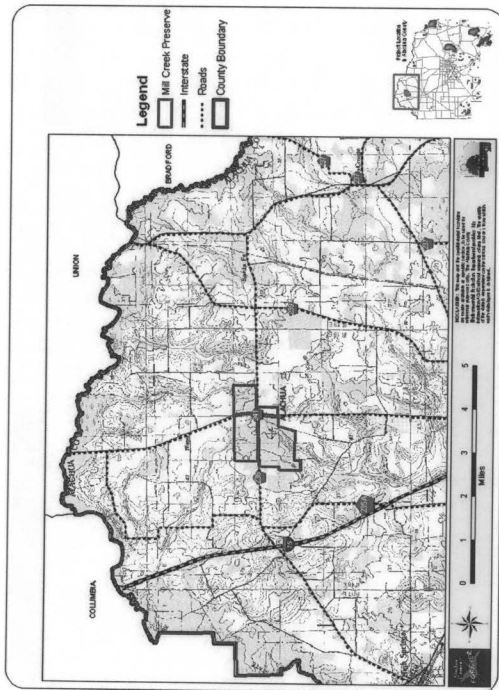
A 25.0 foot wide outfall ditch easement in said Section 15, northerly of State Road Department station 378+00; and a 30.00 foot wide outfall ditch easement in said Section's 14 and 15, northerly of a State Road Department station 411+00, and 40.0 foot wide outfall ditch easement in said Section 15, northerly of State Road Department station 357+00, as per Judgement Book 33, page 431 of the public records of said Alachua County; and a 40.0 foot wide outfall ditch easement in Section 14, northerly of State Road Department station 29+83, as per Deed Book 196, page 42 of the said public records of Alachua County; and

A 60.0 foot wide outfall ditch easement in Section's 14 and 15, westerly of and easterly of station 289+50, as per the State Road Department right of way map, dated May 17, 1940 (recorded document not known).

The above descriptions have been produced from a boundary survey by George F. Young, inc., Project No. 99530077.18, dated October 9, 2002 for Alachua County.

Notice of Registry
 Alachua County Registry of Public Protected Places
Mill Creek Preserve
EXHIBIT B.

LOCATION MAP



1
2 ALACHUA COUNTY
3 BOARD OF COUNTY COMMISSIONERS
4

5 RESOLUTION 11-66
6

7 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
8 OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY
9 OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR
10 USED FOR CONSERVATION, RECREATION, OR CULTURAL
11 PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY
12 REGISTRY OF PROTECTED PLACES"; TO PLACE NORTHEAST
13 FLATWOODS PRESERVE ON THE REGISTRY; PROVIDING FOR
14 RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN
15 EFFECTIVE DATE.
16

17 WHEREAS, Alachua County Board of County Commissioners established the Alachua
18 County Forever land conservation program by adopting an ordinance and asking for voter
19 approval for the issuance of limited general obligation bonds to acquire environmentally
20 significant lands in July, 2000; and

21 WHEREAS, at a general election held on November 7, 2000, a majority of the electors
22 voting in the referendum election approved the issuance of bonds payable from an annual ad
23 valorem tax not exceeding $\frac{1}{4}$ of 1 mill, the proceeds of which would be used to create the Alachua
24 County Forever Program and acquire, improve, and manage environmentally significant lands to
25 protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation;
26 and

27 WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to
28 impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County
29 Forever Program, and to create, improve, and maintain parks and recreational facilities; and

30 WHEREAS, at a general election held on November 8, 2008, a majority of the electors
31 approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government
32 infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, the Board of County Commissioners adopted an ordinance on August 12, 2008, to amend the County Charter subject to referendum approval to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election; and

WHEREAS, on November 8, 2008, a majority of the electors approved the charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the electors voting in a countywide referendum election; and

WHEREAS, the Board of County Commissioners desires to place the Northeast Flatwoods Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and identified by name and legal description ("Registered Property") on the "Alachua County Registry of Protected Public Places"; and

WHEREAS, it is the intent of the Board of County Commissioners to restrict the Registered Property to uses described in the Notice of Registration to protect the values for which it was acquired ("Public Values").

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

Section 1. This resolution is adopted pursuant to Section 1.7 of the Alachua County Home Rule Charter.

1 **Section 2.** The properties identified in Composite Exhibit "A", Notice of Registration
2 attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of
3 Protected Public Places.
4

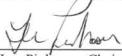
5 **Section 3.** Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the
6 Alachua County Registry of Protected Public Places may not be sold or converted to a use
7 resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the
8 electors voting in a countywide referendum election.
9

10 **Section 4.** The County Manager is hereby directed to record this resolution in the Official
11 Records of Alachua County.
12

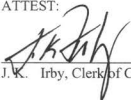
13 **Section 5.** This resolution shall become effective immediately upon adoption.
14

15 DULY ADOPTED in regular session this 14 day of June, 2011.
16

17 BOARD OF COUNTY COMMISSIONERS
18 ALACHUA COUNTY, FLORIDA
19

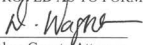
20 By: 
21 Lee Pinkoson, Chair
22

23 ATTEST:
24

25 
26 J.K. Irby, Clerk of Court
27
28

29 (SEAL)
30
31
32
33

APPROVED AS TO FORM


Alachua County Attorney

1 Exhibit A. Northeast Flatwoods Preserve Notice of Registration



NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Northeast Flatwoods Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that Northeast Flatwoods Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a Registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the Registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the Registry, except by a majority vote of the electors in a County-wide election. Northeast Flatwoods Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational resource-based recreational experience. Alachua County has evaluated Northeast Flatwoods Preserve and has determined it is worthy of this level of protection.

GOALS:

Northeast Flatwoods Preserve will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Northeast Flatwoods Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by previous uses, and the provision of resource-based recreational experiences that enhances the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and timber thinning. The management plan approved by the County Commission (on file with Alachua County) requires the Registered Property remain in its natural condition and be available for compatible resource-based recreation.

LOCATION:

The 242-acre Northeast Flatwoods Preserve is located in northeastern Alachua County approximately four miles northwest of Waldo, at the intersection of County Roads 225 and 1475. The north boundary of the Preserve is defined by the Alachua – Bradford County Line.

The Santa Fe River meanders north of the County line, however at its closest point it is located approximately 20 feet from the north boundary of the Preserve, within Bradford County.

ACQUISITION HISTORY:

Alachua County acquired the Northeast Flatwoods Preserve on February 7, 2006 with funds from the Alachua County Forever Bond Proceeds from A.P.&E. Incorporated.

PUBLIC VALUES:

The primary public value of the Northeast Flatwoods Preserve is to protect the Santa Fe River corridor which is one of the critical ecological corridors in Alachua County. The River connects the County with larger environmentally sensitive areas in the region.

Northeast Flatwoods Preserve itself contains several distinct upland and wetland natural communities, in addition to human-altered or disturbed communities. Mesic pine flatwoods is the dominant natural community type. Other natural communities present are basin swamp, dome swamp, depression marsh and upland mixed forest. The Preserve contains habitat recognized as typically suitable for nine listed animal species, of which at least four have been observed on the site.

Water Resources. The Northeast Flatwoods Preserve lies in the Suwannee River watershed within the Santa Fe River Basin. The Floridan aquifer is largely confined in the location of the Preserve, in an area that is considered to possess low vulnerability to potential contamination of the aquifer. The north boundary of the Preserve is lies south of the Santa Fe River, as close as 20 feet from the southern river bank. Lands within and surrounding the Preserve drain toward the river, and are considered to be areas of moderate to high aquifer recharge. The Santa Fe River is a Class III water of the State (Chapter 62-302.400(10), F.A.C.) meaning its water quality is sufficient for "Recreation, Propagation, and Maintenance of a Healthy, Well-balanced Population of Fish and Wildlife." In addition, the Santa Fe River is also classified as an Outstanding Florida Water by the State (Chapter 62-302.700(9)(i)28, F.A.C.).

Northeast Flatwoods Preserve contains hydrologically-connected habitats including three distinct areas of basin swamp, depression marsh and dome swamp.

Wildlife. To date, gopher tortoise (*Gopherus polyphemus*), eastern diamondback rattlesnake (*Crotalus adamanteus*), timber rattlesnake (*C. horridus*) and eastern indigo snake (*Drymarchon corais couperi*) are known to occur within the Preserve. Bald eagles have also been observed within the Preserve. Other listed species may utilize habitat within the Preserve, given the property's diverse upland and wetland habitats, and its proximity to the Santa Fe River corridor.

Habitat. Northeast Flatwoods Preserve is best described as a mosaic of fire-dependent, pine-dominated flatwoods, interspersed with depression and basin wetlands, with upland mixed forest near the Santa Fe River. Some community types require restoration; however much of the preserve is suitable habitat for listed plant and animal species. Two listed plant species are known from the preserve.

Cinnamon fern (*Osmunda cinnamomea*), a plant listed as Commercially Exploited by the Florida Department of Agriculture and Consumer Services (FDACS), and hooded pitcher plant (*Sarracenia minor*), listed as Threatened by FDACS, are present on Northeast Flatwoods Preserve.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. To the greatest extent possible, improvements will be located to minimize impacts to natural resources, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites. Proposed physical improvements for Northeast Flatwoods Preserve include additional firebreaks, a small parking area and trails. Appropriate, low-maintenance trailside amenities such as benches and observation areas will be constructed to improve the visitor experience. All facilities will be situated to blend with surroundings and developed to provide guided access for observation and appreciation of the natural resources on the Preserve. Should stormwater facilities be deemed necessary for future site development, they will be designed with shallow slopes and provide resource-based recreational open space or wildlife habitat in a park-like setting, and will not be fenced.

In addition to resource-based recreational amenities, future site management may require the construction of additional fencing, gates, improvements to existing roads and trails such as low water crossings or culverts, construction of additional firebreaks to support prescribed fire management, and improvements to the existing security residence site and utilities.

A Security Residence on site may be developed for security purposes, and that is located in an area that minimizes impacts to natural resource.

Resource Management. The Preserve will require restoration and management. Management activities may include solid waste removal, invasive species control, prescribed fire, timber harvesting, planting of native trees and groundcover, and restoration of natural topography and hydrology in human-altered areas. Protecting populations of listed species is a primary management concern. The planted pine forests in Northeast Flatwoods will be managed in the immediate future with the goal of making the stand appear more like a natural stand with timber thinning and prescribed fire. Any revenue generated from timber management within Northeast Flatwoods Preserve will be used to fund restoration activities in the Preserve or other Alachua County Forever Preserves.

Research that is compatible with the above stated goals is acceptable under the appropriate agreements with the County.

PROHIBITED USES:

Uses that detract from the conservation and resource-based recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, more intensive agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Non-recreational and non-interpretational signage is prohibited because it creates visual blight and detracts from the aesthetic enjoyment of natural areas. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access

Notice of Registry
Alachua County Registry of Public Protected Places
Northeast Flatwoods Preserve

for mobility-impaired persons engaged in permitted uses on the Preserve. All development that does not enhance the goals of water quality protection and habitat protection and do not further resource-based recreation is prohibited. Use of any existing improvements or improvements to be constructed on the property must not impact the stated goals of this Preserve.

EXHIBIT "A"

INSTRUMENT # 2213027

4 PGS

Section 32, Township 7 South, Range 21 East:

The West 208.75 feet of the East 499.15 feet of the South 208.75 feet of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and East 208.75 feet of the West 380.35 feet of the South 208.75 feet of the North 274.75 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

AND

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; LESS AND EXCEPT: Commence at the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and run East 10 chains Southwesterly to the West line of the Section then run North 10 chains to the Point of Beginning and LESS the North 40 feet for right-of-way.

AND

The East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the South $\frac{3}{4}$ LESS the South 208.75 feet of the North 274.75 feet of the East 208.75 feet of the West 380.35 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and LESS existing right-of-way.

AND

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ West of the graded road AND the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ West of the graded road LESS the West 208.75 feet of the East 499.15 feet of the South 208.75 feet of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ AND LESS existing right-of-way, AND the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ LESS right of way as recorded in Official Records Book 268, at page 41, and LESS right-of-way as recorded in Official Records Book 268, at Page 98, public records of Alachua County, Florida.

Less and Except (Right of Way)

Section 32, Township 7 South, Range 21 East, Alachua County, Florida:

That part of said Section 32 that lies 25.0 feet west of, and being parallel with and contiguous with the west right of way line of County Road No. 1475 (100.0 foot right of way), and that lies between the south line of said Section 32 and the South right of way line of County Road No. 225; and

That part of said Section 32 that lies 25.0 feet east of, and being parallel with and contiguous with the east right of way line of County Road No. 1475 (100.0 foot right of way), and that lies between the south line of said Section 32 and the south right of way line of County Road No. 225; and

That part of said Section 32 that lies 25.0 feet south of, and being parallel with and contiguous with the south right of way line of County Road No. 225 (100.0 foot right of way), and that lies between the east line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 32 and the east right of way line of County Road No. 1475 (100.0 foot right of way); and

That part of said Section 32 that lies 25.0 feet south of, and being parallel with and contiguous with the south right of way line of County Road No. 225 (100.0 foot right of way), and that lies between the west right of way line of County Road No. 1475 (100.0 foot right of way) and the most easterly boundary line of tax parcel 16893-001-000, as per deed recorded in Official Record Book 3512, page 597 of the public records of said Alachua County; and

That part of said Section 32 that lies 25.0 feet north of, and being parallel with and contiguous with the north right of way line of County Road No. 225 (100.0 foot right of way), and that lies between the west line of the East $\frac{1}{4}$ of the West $\frac{1}{4}$ of said Section 32 and the west right of way line of County Road No. 1475, (100.0 foot right of way); and

That part of said Section 32 that lies 25.0 feet west of, and being parallel with and contiguous with the west right of way line of County Road No. 1475 (100.0 foot right of way), and that lies between the north right of way line of County Road No. 225 (100.0 foot right of way) and where the westerly right of way line of an old graded road intersects the said west right of way line of County Road No. 1475; and

A 45.0 foot wide outfall ditch easement in said Section 32, northerly of County Road No. 225 per the Florida State Road Department right of way map, Section 26510-2601. Subject to a Florida Power & Light Company Transmission line.

That part of said Section 32 that lies 25.0 feet northwesterly, 25.0 feet southwesterly and 25.0 feet southeasterly of a right of way having a 50.0 foot radius for connecting the rights of way of County Road No. 225 with the rights of way of County Road No. 1475.

Note:

The above descriptions have been produced from a boundary survey by George F. Young, Inc., Project No. 03530128.05, dated November 9, 2005 for Alachua County.

Notice of Registry
Alachua County Registry of Public Protected Places
Northeast Flatwoods Preserve

LOCATION MAP



ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-67

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE PHIFER FLATWOODS PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding $\frac{1}{4}$ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

1 lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks
2 and recreational facilities; and

3 WHEREAS, the Board of County Commissioners adopted an ordinance on August 12,
4 2008, to amend the County Charter subject to referendum approval to require that the sale or
5 conversion to another use of county-owned lands acquired or used for conservation, recreation or
6 cultural purposes and placed on a registry of protected property be effective only if approved by a
7 majority of electors in the countywide referendum election; and

8 WHEREAS, on November 8, 2008, a majority of the electors approved the charter
9 amendment to prevent the sale or conversion of county-owned lands acquired or used for
10 conservation, recreation or cultural purposes without first acquiring a majority of vote of the
11 electors voting in a countywide referendum election; and

12 WHEREAS, the Board of County Commissioners desires to place the Phifer Flatwoods
13 Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and
14 identified by name and legal description ("Registered Property") on the "Alachua County Registry
15 of Protected Public Places"; and

16 WHEREAS, it is the intent of the Board of County Commissioners to restrict the
17 Registered Property to uses described in the Notice of Registration to protect the values for which
18 it was acquired ("Public Values").

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

21 **Section 1.** This resolution is adopted pursuant to Section 1.7 of the Alachua County
22 Home Rule Charter.
23

1 **Section 2.** The properties identified in Composite Exhibit "A", Notice of Registration
2 attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of
3 Protected Public Places.
4

5 **Section 3.** Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the
6 Alachua County Registry of Protected Public Places may not be sold or converted to a use
7 resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the
8 electors voting in a countywide referendum election.
9

10 **Section 4.** The County Manager is hereby directed to record this resolution in the Official
11 Records of Alachua County.
12

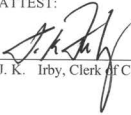
13 **Section 5.** This resolution shall become effective immediately upon adoption.
14

15 DULY ADOPTED in regular session this 14th day of June, 2011.
16

17 BOARD OF COUNTY COMMISSIONERS
18 ALACHUA COUNTY, FLORIDA
19

20 By: 
21 Lee Pinkoson, Chair
22

23 ATTEST:
24

25 
26 J. K. Irby, Clerk of Court
27
28

29 (SEAL)
30
31
32
33

34 APPROVED AS TO FORM
35 
36 Alachua County Attorney

1 Exhibit A. Phifer Flatwoods Preserve Notice of Registration



NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Phifer Flatwoods Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that Phifer Flatwoods Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a Registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the Registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the Registry, except by a majority vote of the electors in a County-wide election. Phifer Flatwoods Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational, resource-based recreational, experience. Alachua County has evaluated Phifer Flatwoods Preserve and has determined it is worthy of this level of protection.

GOALS:

Phifer Flatwoods Preserve will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Phifer Flatwoods Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by previous agricultural uses, and the provision of resource-based recreational experiences that enhances the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and timber thinning. The management plan approved by the County Commission (on file with Alachua County) and the Florida Communities Trust (FCT) Grant Covenants recorded in the public records require the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered a *conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

The 645-acre Phifer Flatwoods Preserve is located in southeast Alachua County between Gainesville and Hawthorne. The Preserve is bounded on the north by State Road 20, on the south by County Road 2082 and the Gainesville-Hawthorne State Trail, and is located between County Road 234 to the west, and County Road 20-A to the east. County Road 325 extends south from State Road 20, bisecting the property. Operational access to the property is provided through several gates located along the perimeter. The Registered Property is legally described in Exhibit A and a general location map is provided in Exhibit B. A Boundary Survey is on file with Alachua County.

ACQUISITION HISTORY:

Alachua County purchased the property from Alachua Conservation Trust on February 10, 2006. In 2008, Alachua County was awarded an FCT grant that reimbursed 40% of the purchase costs of the property. FCT is funded primarily through the Florida Forever Program, an initiative to protect important conservation and recreation lands throughout the state. On December 1, 2008, the County recorded a Declaration of Grant Covenants in the public records to provide notice that the Preserve was funded in part by State Florida Forever funds and land uses within the Preserve are restricted to conservation and recreation.

PUBLIC VALUES:

The primary public value of the Phifer Flatwoods Preserve is as an ecological capstone at the head of the 16,610-acre Lochloosa Conservation Easement and the 10,339-acre Lochloosa Wildlife Conservation Area. In addition, the Alachua Conservation Trust Prairie Creek Preserve is located approximately one mile to the west, and Paynes Prairie Preserve State Park is located approximately three miles west. All of these conservation lands are connected to the Preserve by the Gainesville-Hawthorne State Trail creating a 48,000-acre contiguous conservation area. Phifer Flatwoods value as a connector was recognized by the Florida Ecological Greenways Network. The Florida Ecological Greenways Network is a decision support model to help identify the best opportunities to protect ecological connectivity statewide. It was developed by the University of Florida for the Florida Department of Environmental Protection's Office of Greenways and Trails. It is rated as a Priority 3 and a connection is envisioned north across State Road 20 to the Newnans Lake Conservation Area across additional potential conservation lands.

Water Resources. The Phifer Flatwoods Preserve protects water resources in a number of ways, primarily by protecting and restoring wet habitats. It contains a tributary of Orange Lake; the Little Lochloosa Creek, which flows across the property near the eastern boundary. There are approximately 13 acres of wet flatwoods in Phifer Flatwoods Preserve dominated by slash pine, water oak and tupelo, with a dense midstory of saw palmetto and fetterbush. Groundcover species include broomsedge, redroot, sphagnum, pitcher plants, butterworts, hatpins and meadow beauty. Approximately five acres of basin marsh community occur within or adjacent to flatwoods and basin swamp communities. These areas are largely undisturbed and considered in good condition, containing open water, floating islands, and abundant emergent aquatic plants. Species present in the basin marsh communities include spatterdock, button bush, Virginia willow and red maple. The Preserve also contains three distinct areas of basin swamp community comprising approximately 122 acres. The largest area of this community type is dominated by mature pond cypress, black gum, dog hobble, and fetterbush,

with slash pine and pond pine on the higher edges. It is in good to very good condition, providing a visual example of a typical basin swamp community. The two other areas within the Preserve classified as basin swamp are in fair to poor condition. Several isolated depression marshes are scattered throughout the Preserve, collectively covering approximately 13 acres. These areas are edged with dahoon holly, red maple, buttonbush, fetterbush, dog hobble, and gallberry, with dense groundcover consisting of Virginia chain fern, netted chain fern, softrush, sphagnum moss, and occasional patches of hooded pitcherplants.

Habitat. The Preserve is described as a mosaic of fire-dependent, pine-dominated flatwoods, interspersed with depression and basin wetlands. Despite the property's history of human disturbance, the Preserve has significant populations of listed plant and animal species. Their protection and improvement is a primary goal of Preserve management. Currently, three plant species listed as Threatened by the State of Florida: hooded pitcher plant (*Sarracenia minor*), southern lady fern (*Athyrium filix-femina*), and Giant orchid, (*Pteroglossaspis ecristata*) are known to occur within Phifer Flatwoods Preserve. In addition, royal fern and cinnamon fern (*Osmunda regalis* and *O. cinnamomea*), both listed as Commercially Exploited by the State, are also documented for the Preserve.

Wildlife. Thirteen listed animal species have been observed utilizing habitats within Phifer Flatwoods Preserve, including bald eagle (*Haliaeetus leucocephalus*), Florida sandhill crane (*Grus canadensis pratensis*), tri-colored heron (*Egretta tricolor*), wood stork (*Mycteria americana*), and gopher tortoise (*Gopherus polyphemus*). Other listed species may utilize the Preserve's habitats, as indicated by the property's proximity to other preservation areas, and its diverse upland and wetland habitats. The Preserve includes one area classified as Strategic Habitat Conservation Area for wading birds as designated by the Florida Fish and Wildlife Conservation Commission. All of the natural communities of the Preserve could support listed species, and the matrix of wetland-upland transitional areas provide excellent habitat for amphibian and reptile species.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. To the greatest extent possible, improvements will be located to minimize impacts to natural resources, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites. Proposed physical improvements for Phifer Flatwoods Preserve include firebreaks to enhance fire management, nature trails entering the Preserve from the Gainesville-Hawthorne State Trail, and the construction of trail-heads, a geo-cache course, a bench-swing, stationary benches, a bicycle rack, observation platforms and an interpretive kiosk and sign system. An informal grass parking area, currently utilized by Gainesville-Hawthorne Trail users, is located within the Preserve boundary at the southwest corner of the intersection of County Road 325 and County Road 2082. A more convenient parking area, which does not require visitors to cross County Road 2082, is proposed for the southwest corner of the Preserve. Site development will be designed to ensure protection, restoration, and preservation of the natural communities and listed species. All facilities will be situated to blend with surroundings and developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those natural resources.

Resource Management. The Preserve is in fair to good condition and will require restoration and management. Management activities may include invasive species control, prescribed fire, timber harvesting, planting of native trees and groundcover, and restoration of natural topography and hydrology in human-altered areas. The areas of the Preserve still in pine plantation will be managed in the immediate future with the goal of making the stand appear more like a natural stand with timber thinning and prescribed fire. All proceeds from timber thinning will be applied to restoration, management and improvements within Phifer Flatwoods Preserve or within other Alachua County Forever-managed Preserves.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, more intensive agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Non-resource-based recreational and non-interpretational signage is prohibited because it creates visual blight and detracts from the aesthetic enjoyment of natural areas. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access for mobility-impaired persons engaged in permitted uses on the Preserve. All development that does not enhance the goals of water quality protection and habitat protection and do not further resource-based recreation is prohibited. Use of any existing improvements or improvements to be constructed on the property must not impact the stated goals of this Preserve.

LEGAL DESCRIPTION

AS SURVEYED

TOWNSHIP 10 SOUTH, RANGE 21 EAST

Section 21: S 1/2 of SE 1/4 of SE 1/4

Section 22: That part lying South of State Road 20

Section 25: All that tract or parcel of land located in Section 25, Township 10 South, Range 21 East, Alachua County, Florida, being more particularly described as follows:

Blocks 5, 6, 7 and part of Blocks 14 and 15 as per plat of GROVE PARK, as recorded in Plat Book A, page 5 of the Public Records of Alachua County, Florida; lying North of the North right-of-way line of Atlantic Coast Line Railroad right-of-way (now Gainesville-Hawthorne State Trail) and South of the South right-of-way line of State Road 20, together with that portion of Desoto Street lying northerly and adjacent to Block 7.

Section 26: All of said section, except W 1/2 Lot 7 and Lot 8 as per plat recorded in Deed Book O, Page 623, lying South of State Road 20 & North of Atlantic Coast Line Railroad right-of-way (now Gainesville-Hawthorne Bike Path).

Section 27: That part lying South of State Road 20 & North of Atlantic Coast Line Railroad right-of-way (now Gainesville-Hawthorne Bike Path), less and except the properties conveyed as follows:

(a) to Williston Timber Company as recorded in O.R. Book 2130, page 2590; and
(b) to White Construction Company, Inc. as recorded in O.R. Book 2239, page 693, and further subject to Easement to White Construction Company, Inc. as recorded in O.R. Book 2239, page 691.

Section 28: Lot 9 of the W.S. Perry Estate as recorded in Plat Book A, page 37, Public Records of Alachua County, Florida

Less and Except (Right of Way)

In Section's, 21, 22, 26 and 27, Township 10 South, Range 21 East, Alachua County, Florida:

A 30.0 foot wide easement for ingress, egress and public utilities in said Section's 21 and 22, as per Official Record Book 2244, page 2517 of the public records of said Alachua County; and

That part of said Section 26 that lies 25.0 feet east of, and being parallel, with and contiguous with the east right of way line of County Road No. 325 (100.0 foot right of way), and that lies between the south line of Lot 8, as per a subdivision recorded in Deed Book 'O', page 623 of the public records of said Alachua County and the north right of way line of the Gainesville-Hawthorne State Trail (formally the old Atlantic Coastline Railroad); and

That part of said Section 27 that lies 25.0 feet west of, and being parallel with and contiguous with the west right of way line of County Road No. 325 (100.0 foot right of way), and that lies between the south right of way line of State Road No. 20 and the north boundary line of the Williston Timber Company property, as per deed recorded in Official Record Book 2130, page 2590 of the public records of said Alachua County; and

That part of said Section 27 that lies 120.0 feet northerly of the north right of way line of the Gainesville-Hawthorne State Trail (formerly the old Atlantic Coastline Railroad), and that lies between the west line of said Section 27 and the west right of way line of County Road No. 325; less and except the Williston Timber Company property, as per deed recorded in Official Record Book 2130, page 2590 of the public records of said Alachua County.

Note:

The above descriptions have been produced from a boundary survey by George F. Young, Inc., Project No. 03530128.06, dated January 24, 2008 for Alachua County.

LOCATION MAP

Exhibit B - Phifer Flatwoods Preserve Location Map





Alachua County Forever

Registry of Protected

Public Places

June 14, 2011





Charter Amendment

PROTECTION OF COUNTY-OWNED LANDS ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES

SHALL THE ALACHUA COUNTY CHARTER BE AMENDED TO REQUIRE THAT THE SALE OR CONVERSION TO ANOTHER USE OF COUNTY-OWNED LANDS ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES BE EFFECTIVE ONLY IF APPROVED BY A MAJORITY OF THE ELECTORS IN THE COUNTY IN A COUNTY-WIDE REFERENDUM ELECTION?



YES

74.89%

____ NO



Charter Amendment

Sec. 1.7 Sale or conversion of county-owned lands used or acquired for conservation, recreation, or cultural purposes.

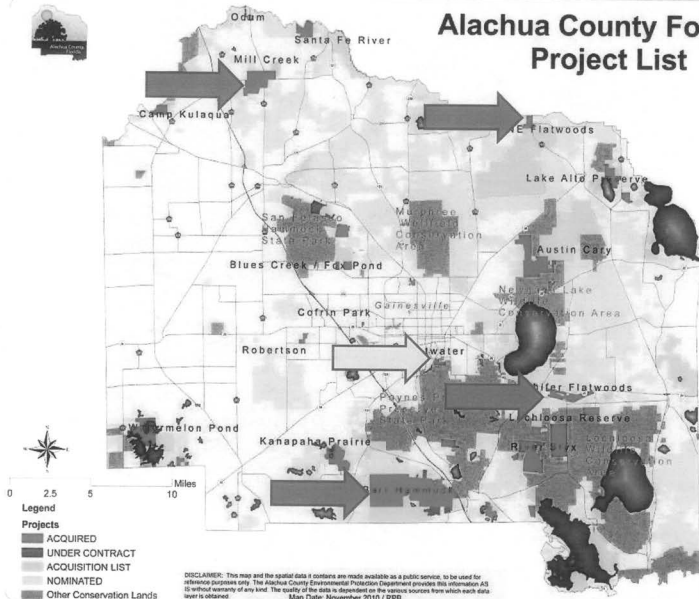
(A) A registry is hereby created, consisting of special places owned by Alachua County that are acquired or used for conservation, recreation, or cultural purposes, and that are deemed by the Board of County Commissioners to be worthy of the highest level of protection. The registry shall be known as the "Alachua County Registry of Protected Public Places." At a public hearing the Board may add properties to the Registry by adopting a resolution by a majority plus one vote of the membership of the County Commission. The resolution shall contain the legal descriptions of the sites and a description of the values that supported their inclusion on the Registry, and shall be recorded in the official public records.

(B) Properties, or portions or properties, on the Alachua County Registry of Protected Public Places may not be sold, or converted to a use that will result in a loss of a value or values for which a property was placed on the Registry, except by a majority vote of the electors voting in a countywide referendum election.

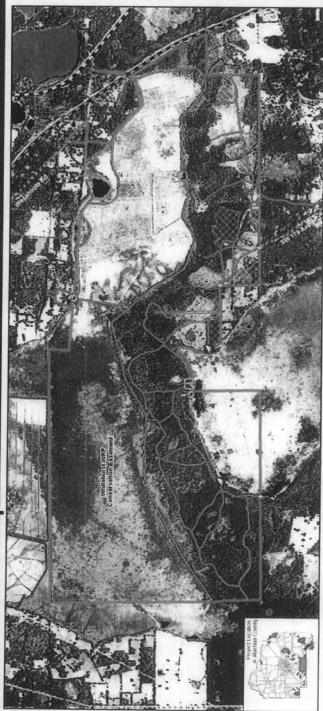
(C) The above restrictions on divestiture or conversion of property shall not apply where the property is being taken for a public purpose by the state or federal government by way of eminent domain.



Alachua County Forever Project List



Barr Hammock



Legend

Existing Improvements

- Gate
- Utility Easement
- Roads & Trails
- Access Easement
- Hunt Camp
- Pine Plantation

Proposed Improvements

- Bench Swing Overlook
- Footbridge
- Landscaped Overlook
- Parking Lot/Trailhead Facility
- Scenic Observation Platform
- Scenic Overlook
- Trailhead Court / Horseshoe PR
- Paved Access Road
- New Road
- Barr Hammock Preserve
- Roads
- Interstate
- U.S. Road
- Roads



Alachua County Forever
Barr Hammock Preserve
Management Plan



Barr Hammock

Tract	Acquired	Size	Price	Partner
Ledwith Lake - Rayonier	9/26/2006	2,309	\$9,957,376	\$ 6,445,275
Barr Hammock - Whitehurst	3/13/2009	3,239	\$4,000,000	\$4,000,000
Barr Hammock - Hare	3/13/2009	70	\$750,000	\$650,000





Barr Hammock





Mill Creek

Mill Creek Preserve Management Plan

Legend

- Hook
- Bench
- Overlook
- Parking and Trailhead
- Mixed Trails
- Creek
- Planned Trail
- Fire Breaks and Service Roads
- Potential Hunt Agreement
- Pileated Pine
- ACE Boundary



DISCLAIMER: This is an aerial image and is not a map. It is not intended to be used for navigation or other purposes. The U.S. Forest Service is not responsible for any errors or omissions in this map. The U.S. Forest Service is not responsible for any damages or injuries resulting from the use of this map.





Mill Creek

Tract	Acquired	Size	Price	Partner
Lybass Beech Forest	11/8/2002	1,194	\$2,827,940	\$ 1,413,970
Mill Creek – Halbrook & Steedley	8/9/2006	36	\$330,512	\$ -



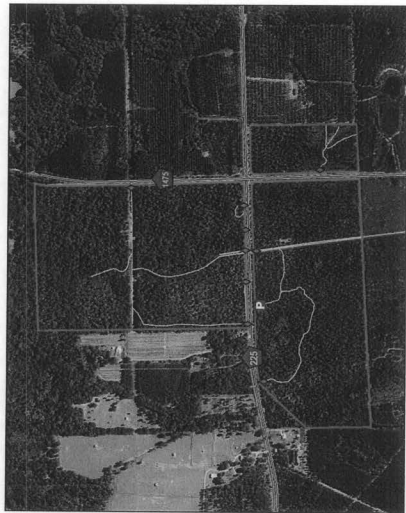


Mill Creek



Northeast Flatwoods Preserve

Exhibit I - Northeast Flatwoods Preserve Conceptual Site Plan



- Legend**
- Preserve Boundary
 - Gates
 - Roads, Trails & Firebreaks
 - Proposed Parking Area
 - Major Roads



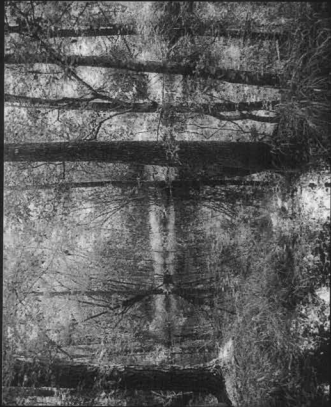
0 500 1,000 2,000 Feet

DISCLAIMER: This map and the spatial data it contains are made available as a public service to be used for informational purposes only. It is not intended to be used for legal or financial purposes. The quality of the data is dependent on the various sources from which it was obtained.



Northeast Flatwoods Preserve

Tract	Acquired	Size	Price	Partner
Santa Fe River - AP&E	2/7/2006	234	1,200,000	\$ -





Northeast Flatwoods Preserve

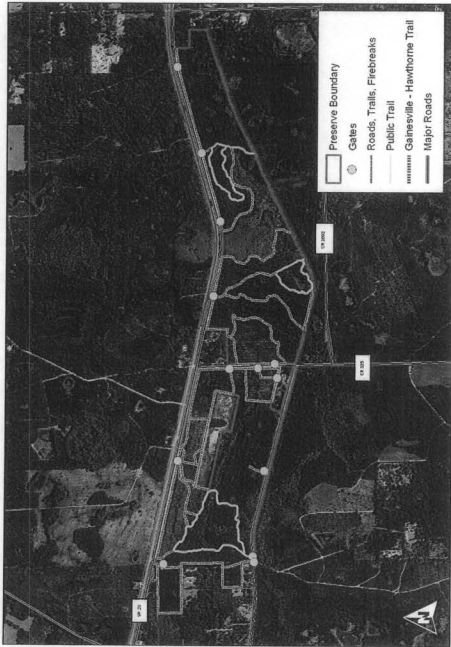




Phifer Flatwoods Preserve

Phifer Flatwoods General Map

0 0.25 0.5 1 Miles





Phifer Flatwoods Preserve

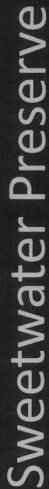
Tract	Acquired	Size	Price	Partner
Phifer Flatwoods	2/10/2006	634	2,882,293	\$ 1,152,917



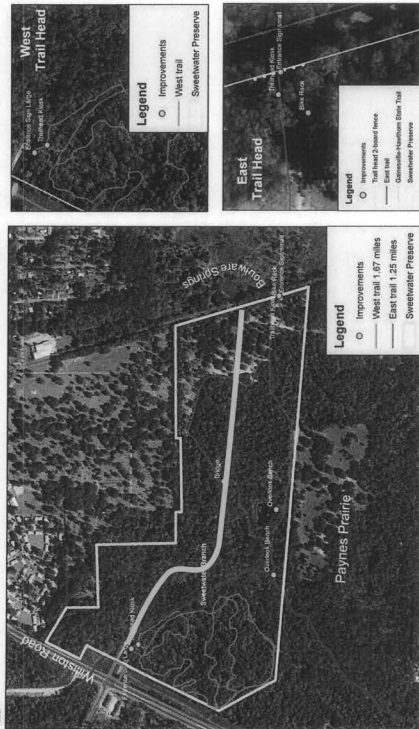


Phifer Flatwoods Preserve





Sweetwater Preserve Master Site Plan

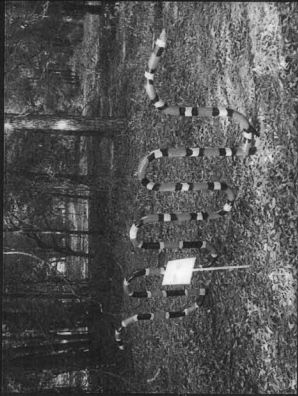


DISCLAIMER: This site and the content data it contains are made available as a public service to the media for editorial purposes only. The Election County Environmental Protection Department provides this information as a reference only. The quality of the data is dependent on the various sources from which the data was obtained.



Sweetwater Preserve

Tract	Acquired	Size	Price	Partner
Sweetwater Limited	3/24/2006	113	\$ 7,703,978	\$ 5,831,112



June 14, 2011 Regular BoCC Meeting
Agenda Item #28

Title

Public Hearing on Change to Reserve Area for City of Gainesville (Amended)

Amount

N/A

Description

Request to adopt Resolution designating updated Reserve Area for annexation under the Boundary Adjustment as proposed by the City of Gainesville

Recommendation

Adopt the Resolution designating updated Reserve Area Boundary for the City of Gainesville and an updated Statement of County Services for the Gainesville Reserve Area in accordance with the Boundary Adjustment Act.

Alternative(s)

Do not adopt the Resolution 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

Resolution with Exhibit A updated 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; Map Showing Proposed Addition to Reserve Area; Detailed Map of City of Gainesville Proposed Reserve Area Addition; powerpoint presentation

Documents Requiring Action

Resolution Designating an updated Reserve Area Boundary for the City of Gainesville and adopting an updated Statement of Services for the Gainesville Reserve Area.

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 update 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 accommodation 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 municipalities 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 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 to 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. The attached Resolution proposed for adoption includes 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). As provided in Section 225.05(8) of the Boundary Adjustment (as codified in the County Code and attached for reference) "the designation and statement adopted by the County shall be effective 61 days after its adoption, unless such designation is challenged by filing of a petition" for administrative hearing in accordance with the BAA. As noted in the Whereas clause in the Resolution the Reserve Areas and associated Statements of Services for the municipalities of Alachua, Archer, Hawthorne, High Springs, LaCrosse, Micanopy, Newberry and Waldo as adopted in 2006 would remain in effect and be reviewed in five years in accordance with the BAA. If the Board does not adopt the Reserve Area proposed by the City of Gainesville, then the BAA (Section 225.05(6) in the attached excerpts) provides for "informal negotiation or mediation, assisted upon request, by the regional planning council or other mediator mutually acceptable to the county and the municipality...to eliminate any conflicts or overlaps." In accordance with the BAA "public notice" for public hearings under the Act consisting 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" is planned as of the date of submission of this agenda item, and all municipalities in the county are being notified by the letter of this hearing.

Issues

Should the County Commission adopt the Resolution designating an updated Reserve Area Boundary for the City of Gainesville and adopting an updated Statement of County Services for the Gainesville Reserve Area? If there are conflicts in the reserve area designation, the BAA provides for informal negotiation or mediation to eliminate conflicts.

Fiscal Recommendation

NA

Fiscal Alternative(s)

NA

Funding Sources

NA

Account Code(s)

NA

Attachment: Resolution for Reserve Area Update.PDF

Attachment: Reserve Addition Detailed Map.pdf

Attachment: Letter from Gville April 28 2011.pdf

Attachment: Powerpt61411HearingGvlReserve.pdf

Attachment: MapofProposedGvlReserveAddition.pdf

Attachment: Boundary Adjustment Act Excerpts.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 Gainesville Reserve Area; 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 updated Statement of County Services for the Gainesville Reserve Area 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. Updated 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 "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 that 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 Updated Gainesville Reserve Area designation and Statement of County Services for the Gainesville Reserve Area 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

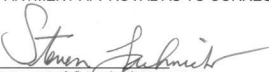
ATTEST:

APPROVED AS TO FORM:

J. K. Irby, Clerk
(SEAL)

Alachua County Attorney

DEPARTMENT APPROVAL AS TO CORRECTNESS:



Department of Growth Management
or Authorized Designee

Reserve Area for City of Gainesville

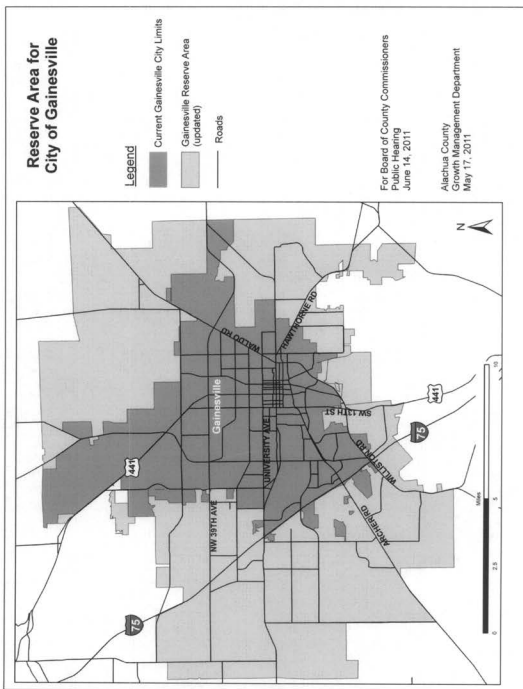


EXHIBIT B
STATEMENT OF COUNTY SERVICES FOR
THE GAINESVILLE RESERVE AREA

See Next Page



**STATEMENT OF COUNTY
SERVICES FOR THE
GAINESVILLE RESERVE AREA**

*For County Services which are Provided Countywide or within
Unincorporated Areas within the Gainesville Reserve Area*

**For Board of County Commissioners
Public Hearing June 14, 2011**

TABLE OF CONTENTS

Contents	Page
<u>INTRODUCTION</u>	2
<u>FUNDING OF SERVICES</u>	2
<u>COMMUNITY SUPPORT SERVICES</u>	2
<u>COURT SERVICES</u>	3
<u>PUBLIC SAFETY</u>	4
<u>ENVIRONMENTAL PROTECTION</u>	6
<u>LAW ENFORCEMENT</u>	10
<u>GROWTH MANAGEMENT</u>	10
<u>PUBLIC WORKS</u>	13
<u>IDENTIFICATION OF PERMITTED LAND USES, DENSITIES, AND INTENSITIES PER BAA</u>	18
<u>ALACHUA COUNTY POSITION STATEMENTS PER BAA</u>	18

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.

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

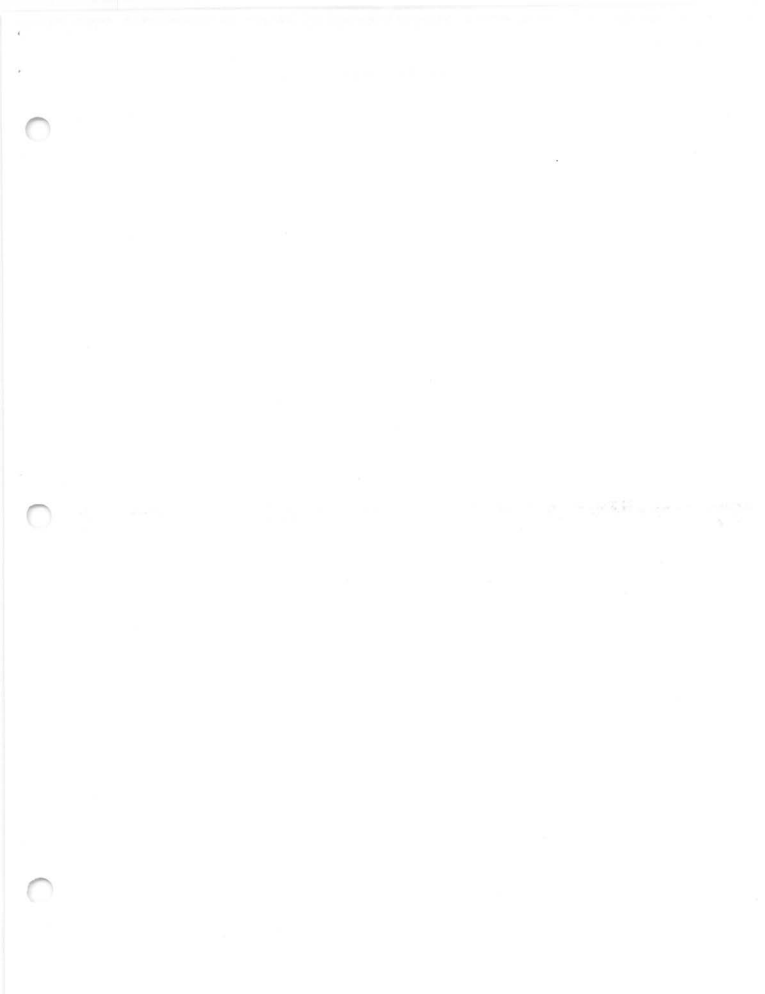
 Tax Parcels

 Roads

0 0.5 1 2
Miles



Alachua County
Growth Management Department
May 17, 2011





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.

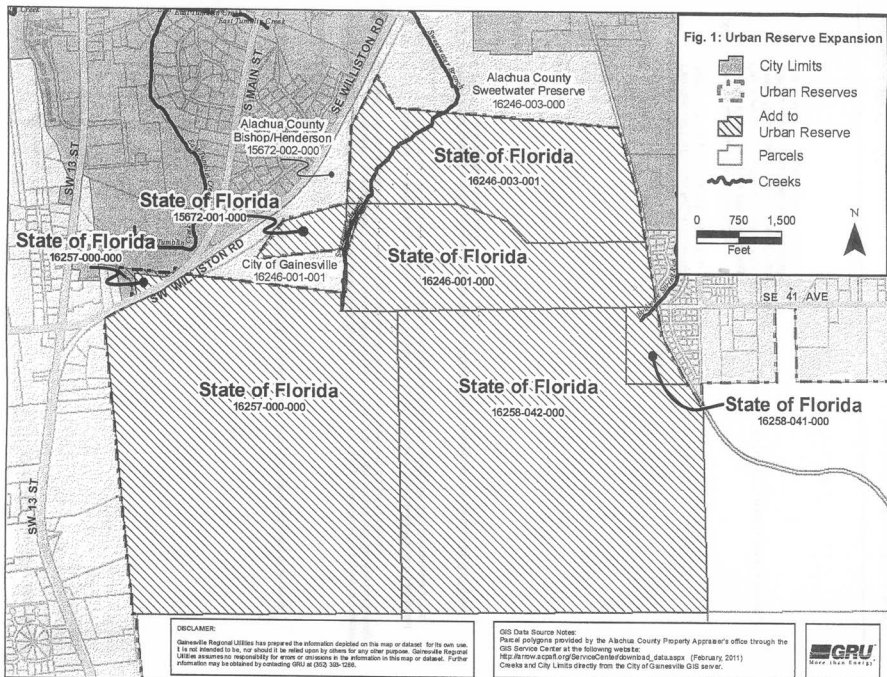
Sincerely,

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





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 Wachoota 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 Wachoota 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 after 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 before 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 after 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

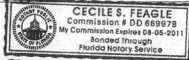
Before the undersigned authority personally appeared Rachel Hillman
who on oath says that he/she is an Advertising Act Exec of THE GAINESVILLE SUN,
a daily newspaper published in Gainesville in Alachua County, Florida, that the attached copy of advertisement,
being a Notice of Hearing 4/8 + 4/15
in the matter of Gville 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 S. Feagle
(Seal)  CECILE
Commis
My Commis
Notary Public

Rachel Hillman



GF06841376

**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.

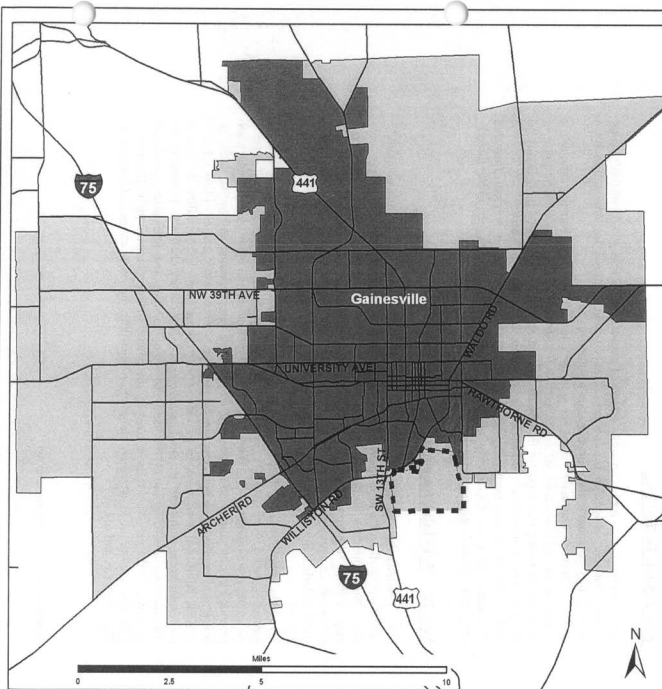
- (d) Contain areas which the municipality cannot reasonably have the capacity or capital facilities within the next 10 years to provide, at a minimum, the level of services provided by the county to the reserve areas.

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.

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
-  Roads



For Board of County Commissioners
Public Hearing
June 14, 2011

Alachua County
Growth Management Department
May 17, 2011

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.

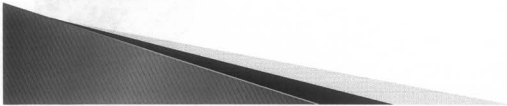


5-Year Review of Reserve Areas and Statements of Services Under Boundary Adjustment Act- Gainesville Reserve Area

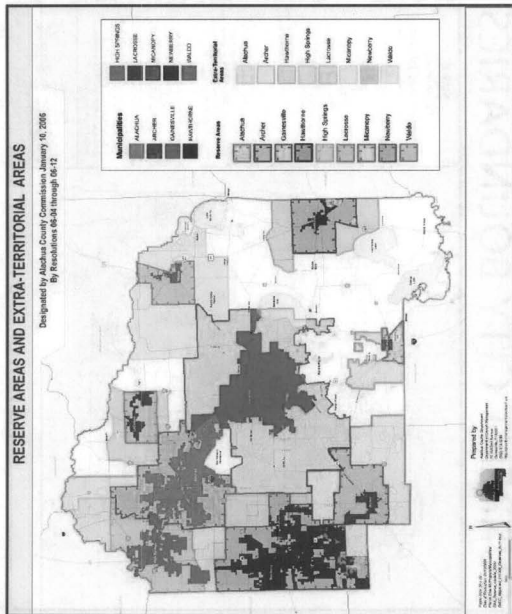
**BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING
June 14, 2011**

ALACHUA COUNTY BOUNDARY ADJUSTMENT ACT (BAA)

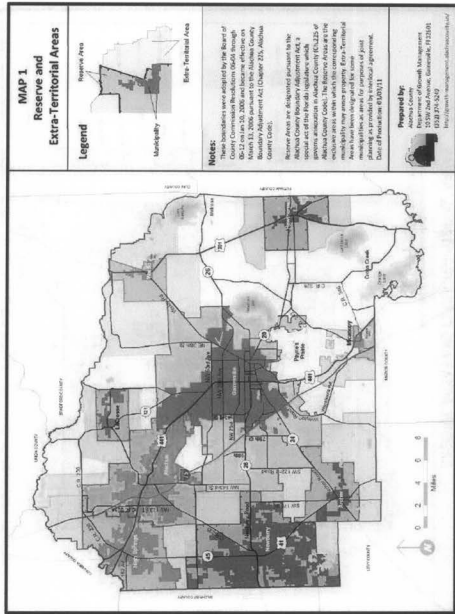
- Special Act adopted by the State in 1990 governing annexation in Alachua County
- Requires review of Reserve Areas (i.e. the areas reserved exclusively for annexation by each municipality) and Statements of Services by the County and each municipality every 5 years
- Last review and update completed in March 2006



RESERVE AREAS ADOPTED IN 2006



2006 RESERVE AREAS WITH CURRENT CITY BOUNDARIES



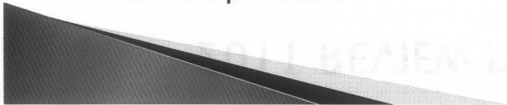
2011 REVIEW PROCESS

- Manager sent letters to each municipality's Manager in January requesting written response indicating whether the municipality was interested in revising its Reserve Area, or maintaining it as adopted in 2006.
- County received written responses from the municipalities
- Eight of the municipalities indicated no desire to make changes to their Reserve Areas
- City of Gainesville indicated a desire to make changes to its Reserve Area and Statement of Services



CRITERIA FOR RESERVE AREAS

- Section 225.06 of BAA provides that Reserve areas shall comply with the following criteria:
 - (a) Be adjacent to the municipality;
 - (b) Be “urban in character” or likely to become so within the next ten years;
 - (c) Be areas in which population growth should be directed to promote efficient delivery of urban services as detailed in the BAA and “encourage more concentrated urban development”.



CRITERIA FOR RESERVE AREAS

Section 225.06 provides that Reserve Areas shall not:

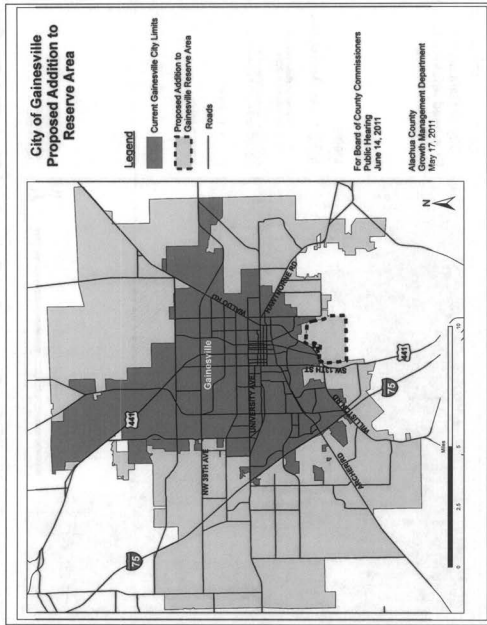
- a) Contain areas outside the county, within the limits of another municipality or another municipality's reserve area;
 - b) contain areas which could be provided urban services more efficiently by the county or other municipality;
 - c) contain areas which cannot reasonably be foreseen to be provided with urban services provided by the municipality within the next 10 years; or
 - d) Contain areas which the municipality cannot reasonably have the capacity or capital facilities within the next 10 years to provide, at a minimum, the level of services provided by the county to the reserve areas.
- 

UPDATE OF GAINESVILLE RESERVE AREA

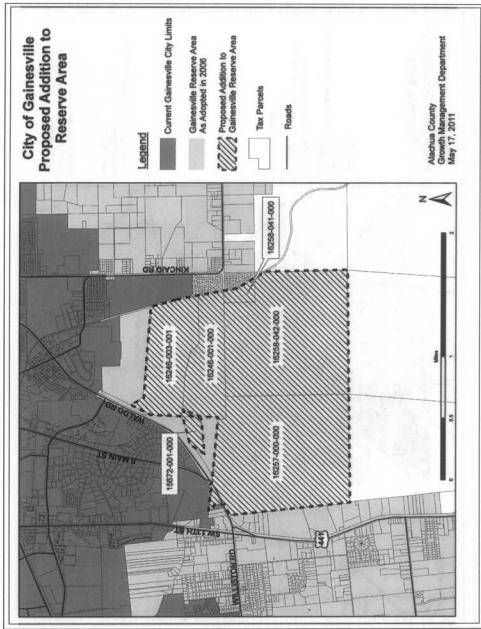
- The Gainesville City Commission approved proposed change to its Reserve Area and an updated Statement of City Services after public hearing on April 21, 2011; Notified the County of proposed change and updated Statement of Service by letter dated April 28th
- County Commission is required to conduct a public hearing to consider adoption of the proposed Reserve Area change
- BAA provides for mediation or negotiation in event of conflict



UPDATE OF GAINESVILLE RESERVE AREA



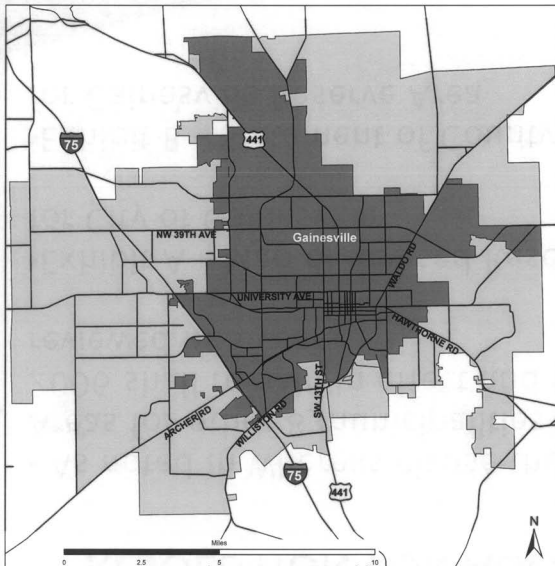
UPDATE OF GAINESVILLE RESERVE AREA



Reserve Area for City of Gainesville

Legend

-  Current Gainesville City Limits
-  Gainesville Reserve Area (updated)
-  Roads



For Board of County Commissioners
Public Hearing
June 14, 2011

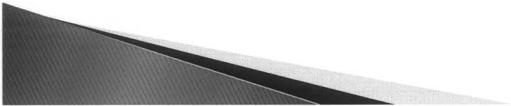
Alachua County
Growth Management Department
May 17, 2011

RESOLUTION FOR ADOPTION

- As noted in Whereas clause the Reserve Areas for other 8 municipalities adopted in 2006 shall remain in effect and be reviewed in 5 years
- Exhibit A – Map of Revised Reserve Area for City of Gainesville
- Exhibit B – Statement of County Services for Gainesville Reserve Area

RECOMMENDATION

Adopt Resolution designating updated Reserve Area boundary and Statement of County Services for the Gainesville Reserve Area.



June 14, 2011 Regular BoCC Meeting
Agenda Item #29

Title

CPA-07-11: A request to amend the land use designation from Office/Residential land use to Office land use on approximately 1.4 acres. (Amended)

Amount

N/A

Description

A request by James Meehan, agent, for Newberry Hills Office, owners, to amend the Future Land Use Map 2030 from Office Residential to Office on approximately 1.4 acres located at 7731-7733 West Newberry Road on Tax Parcel Numbers 06656-010-001; 06656-010-002; 06656-010-003 and 06656-020-001.

Recommendation

Staff then recommends that the Board adopt Ordinance 11-xx approving the proposed small scale land use amendment.

Alternative(s)

Do not adopt Ordinance 11-xx

Requested By

Gerald Brewington (374-5249)

Originating Department

Growth Management

Attachment(s) Description

1) Staff Powerpoint Presentation 2) Staff Report 3) Background Materials 4) Citizen Comments 5) Ordinance 11-xx

Documents Requiring Action

Ordinance 11-xx

Executive Summary

The request is for a small scale land use amendment from Office/Residential to Office land use on approximately 1.4 acres.

Background

The parcel lies within the Oaks Mall Activity Center. Amending the land use designation from Office/Residential to Office would allow the applicant to have a wider range of permitted uses as the Office land use designation allows a wider range of implementing zoning districts such as BP (Business/Professional). The Office land use designation is appropriately found in activity centers, which can support increased demands to infrastructure.

Issues

This land use request is concurrent with a rezoning request from AP to BP (ZOM-04-11) that the Board will hear if the land use request is adopted.

Fiscal Recommendation

NA

Fiscal Alternative(s)

NA

Funding Sources

NA

Account Code(s)

NA

Attachment: CPA0711 and ZOM0411 Powerpoint Presentatioin.pdf

Attachment: Background Materials Part 1.pdf

Attachment: Public Comment CPA0711.PDF

Attachment: CPA0711 and ZOM0411 Staff Report.pdf

Attachment: Ordinance for CPA0711.pdf

Attachment: Background Materials Part 2.pdf

Attachment: Background Materials Part 3.pdf

Alachua County

Office of Planning and Development Staff Report

Application Number: CPA-07-11/ZOM-04-11

Staff Contact: Jerry Brewington, Sr. Planner 352-374-5249

Planning Commission

Board of County Commissioners

Hearing Date: May 18, 2011

Hearing Date: June 14, 2011

SUBJECT: CPA-07-11: A request for a small scale land use amendment from office residential to office

ZOM-04-11: A request to rezone from AP (Administrative Professional) district to BP (Business/Professional) district

APPLICANT/AGENT: James Meehan

PROPERTY OWNER: Newberry Hills Office Condominium Assoc.

PROPERTY DESCRIPTION: Location: 7731-7733 West Newberry Road
Parcel Numbers: 6656-10-1
Section/Township/Range: 5-10-19
Land Use: Office Residential
Zoning: AP (Administrative/Professional) district
Existing Use: Offices
Acreage: 1.4

PREVIOUS REQUESTS: None

ZONING VIOLATION HISTORY: There are currently no violations on the site.

STAFF RECOMMENDATION: Staff recommends that the Board hear and approve the small scale land use amendment (CPA-07-11) with the bases as noted in the staff report. Should the land use change be approved, staff then recommends that the Board hear and approve the request for a change in zoning (ZOM-04-11) from AP (Administrative/Professional) to BP (Business/Professional) district with the bases as noted in the staff report.

PC RECOMMENDATION: Approval of both items with the bases as noted in the staff report (8-0)

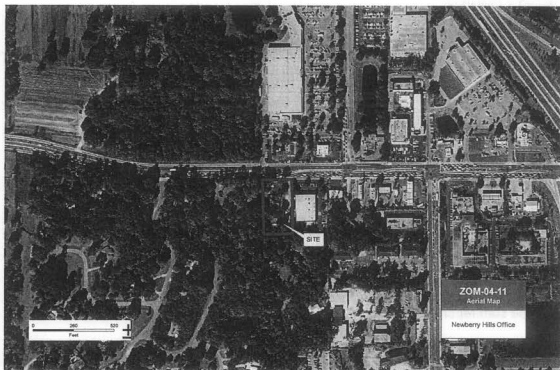
Alachua County

Office of Planning and Development Staff Report

Analysis of Request

Background

The applicant is requesting a small scale land use amendment as well as a concurrent rezoning request. The land use amendment (from office/residential to office) reflects the non-residential nature of the property as offices. This will also allow for the follow-up rezoning request by the applicant from AP (Administrative/professional) district to BP (Business/Professional) district. The BP district, if approved, would allow for a wider range of permitted uses on the site. The site is fully developed and the request, if approved, will result in no new development on the property. The proposed rezoning would also allow existing uses on the site, presently not permitted in the AP zoning district, to become conforming uses within the BP zoning category.



Aerial View of Subject Property

Alachua County

Office of Planning and Development Staff Report

Levels of Service

The Alachua County Comprehensive Plan Capital Improvement Element requires that the public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of Level of Service Compliance (CLSC) be a condition of all final development orders. 'Concurrent' shall mean that all adopted levels of service (LOS) standards shall be maintained or achieved within a specified timeframe. Per **Policy 1.2.4** of the Capital Improvements Element of the Alachua County Comprehensive Plan, LOS standards have been adopted for various types of public facilities.

Traffic

The proposed land use and rezoning changes, if approved, will not produce additional traffic at this site. The property has existing development. Any new development would be required to undergo site plan review.

Mass Transit

Policy 1.2.4 (F) states that the minimum LOS for 24 hour ambulatory and wheelchair service (24 hour basis) is 8 vehicles. ATC/Intelitran is providing 24 hour ambulatory and wheelchair service to the site at the minimum LOS standard. The site is served by regular bus service from the Regional Transit System (RTS).

Water and Sewer

The site is served by central water and sewer service.

Drainage

Policy 1.2.4 (D) states that the minimum drainage LOS standard for residential development requires a floor elevation of one (1) foot above the 100-year/24-hour storm elevation. Any development at this site will be required to meet this standard at the time of final DRC approval.

Emergency Services

Policy 1.2.5 (A) states that the LOS standard for fire services within the rural area is as follows:

- Initial unit response within 12 minutes for 80% of all responses within 12 months.
- Fire protection service level of ISO (Insurance Service Office) Class Protection less than 10.
- Development shall provide adequate water supply for fire suppression and protection and fire service compliant fire connections.

Alachua County

Office of Planning and Development Staff Report

Any development at this site will be required to meet this standard at the time of development plan approval.

Solid Waste

Policy 1.2.4 (C) states that the minimum level of service standard for solid waste disposal used for determining the availability of disposal capacity to accommodate demand generated by existing and new development, at a minimum, shall be 0.73 tons per person per year. Any development at this site will be required to meet these minimum LOS standards as part of development plan approval.

Public Schools

There will be no impact to public schools if this request is approved.

Recreation

Recreation levels of service as provided in the Plan will not be impacted by this request.

Comprehensive Plan and ULDC Consistency

Following is staff analysis of the consistency of this application with Alachua County Comprehensive Plan and the Unified Land Development Code.

Future Land Use Element

Policy 3.3.1 of the Future Land Use Element states that *New commercial development shall meet all of the requirements for adequate facilities based on the level of service standards adopted in this plan for roads, potable water and sanitary sewer, solid waste, and stormwater facilities and the concurrency provisions of this Plan.* The amendment of the land use from office/residential to office will not introduce new commercial development. The office land use permits those non-residential office uses found in the BP zoning district without the provision for residential development. The Office/Residential land use category, on the other hand, anticipates residential development and is more appropriately implemented by the AP zoning district, with its limited and less intense office uses. The site is developed with existing office uses. The change of the zoning district from AP to BP will not introduce uses more intense than those office uses presently housed on the property. Facilities are adequate to serve the development, consistent with this policy of the Future Land Use Element.

Policy 3.3.2 states that *In addition to the facilities for which level of service standards are adopted as part of the concurrency management system of this plan, other facilities that shall be adequate to serve new commercial development include:*

- a. fire, police, and emergency medical protection;

Alachua County

Office of Planning and Development Staff Report

- b. *local streets;*
- c. *pedestrian facilities and bikeways.*

As indicated in the LOS section of the report and in comments from County staff, fire, police, fire and EMS protection are adequate to serve this site, which has an existing office complex. All other facilities such as pedestrian facilities and bikeways already exist and will not be impacted by the proposed land use or zoning changes.

Policy 3.9 of the Future Land Use Element states that *An Office land use category shall be established for individual offices or office parks to provide for professional and business services, exclusive of retail trade. Office uses are unique because of the need to have accessibility to both residential and other commercial uses. Their special trade area characteristics require office uses to have additional policies and standards.* The proposed amendment of the land use on this parcel to Office is consistent with Policy 3.9 in that it establishes an office land use for this office park, which does provide business and professional services such as a massage clinic, dentist, accountant and other similar uses. The change in zoning from AP to BP is contingent upon the land use change being approved. However, such a zoning change is consistent with the Plan in that the BP zoning district specifically implements the Office Land Use designation.

Policy 3.9.1 of the Future Land Use Element states that *Office uses shall only be located in areas designated for commercial development, Low, Medium, or High Activity Centers, village centers, planned developments, Transit Oriented Developments, or traditional neighborhood developments, rural employment centers, or rural clusters.*

- a. *Office uses shall be grouped within compact areas to discourage disruption to residential areas.*
 - 1. *Office uses should not be located between properties designated for development at low or medium density on the Future Land Use Map, except when designed as part of a Transit Oriented Development or Traditional Neighborhood Development.*
 - 2. *The land development regulations shall specify appropriate buffers or transitional development and design practices, when office uses are permitted adjacent to residential development or other uses.*
- b. *Office uses are appropriate in areas planned for high density residential use along major arterials served by public mass transportation.*

The Newberry Hills Office Complex is located within the Oaks Mall Activity Center,

Alachua County

Office of Planning and Development Staff Report

consistent with Policy 3.9.1. The parcel is adjacent to, but not between parcels with a low or medium density residential land use designation. An existing buffer is in place between Newberry Hills and the adjoining residential subdivision. In addition, the office complex abuts the retention area/open space of the adjoining residential community. The Newberry Hills Complex is located on Newberry Road and public mass transportation is available nearby (RTS Route 75).

Changes to the Zoning Map

Policy 7.1.2 of the Future Land Use Element states that *proposed changes to the zoning map shall be considered in light of the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity.* The amendment of the land use from office/residential to office will not introduce new commercial development. The office land use permits those non-residential office uses found in the BP zoning district without the provision for residential development. The Office/Residential land use category, on the other hand, anticipates residential development and is more appropriately implemented by the AP zoning district, with its limited and less intense office uses. Facilities are adequate to serve the development, consistent with this policy of the Future Land Use Element.

ULDC Chapter 403.11

The proposed zoning change from AP to BP district is consistent with both the Comprehensive Plan and the ULDC. Both zoning districts implement the Commercial policies of the Plan. If approved, the BP zoning district will allow for expanded uses such as personal services presently not allowed in the AP district. Personal services (e.g. massage therapy) do not present any greater impact to the surrounding area than the professional services permitted in the AP district. Neither district allows commercial retail sales or similar uses and the BP zoning, if approved, will not introduce incompatible uses into the area. The maximum intensity use in the BP district is a bank.

Such a use does generate more traffic than those office uses described previously, but is in keeping with the commercial character of the Oaks Mall Activity Center. The BP zoning, if approved, will enable the applicant to have a wider range of office uses (such as personal services) permitted for the Newberry Hills Office Complex.

Staff Recommendation

Alachua County

Office of Planning and Development Staff Report

Staff recommends that the Board convene as the LPA (Local Planning Agency) to hear and approve CPA-07-11 with the bases as noted in the staff report. Should the land use change be approved, staff then recommends that the Board reconvene to hear and approve the request for a change in zoning from AP (Administrative/Professional) to BP (Business/Professional) district with the bases as noted in the staff report.

Bases

1. Policy 3.3.1 of the Future Land Use Element states that *New commercial development shall meet all of the requirements for adequate facilities based on the level of service standards adopted in this plan for roads, potable water and sanitary sewer, solid waste, and stormwater facilities and the concurrency provisions of this Plan.* The amendment of the land use from office/residential to office will not introduce new commercial development. The office land use permits those non-residential office uses found in the BP zoning district without the provision for residential development. The Office/Residential land use category, on the other hand, anticipates residential development and is more appropriately implemented by the AP zoning district, with its limited and less intense office uses. The site is developed with existing office uses. The change of the zoning district from AP to BP will not introduce uses more intense than those office uses presently housed on the property. Facilities are adequate to serve the development, consistent with this policy of the Future Land Use Element.

2. Policy 3.3.2 states that *In addition to the facilities for which level of service standards are adopted as part of the concurrency management system of this plan, other facilities that shall be adequate to serve new commercial development include:*

- a. *fire, police, and emergency medical protection;*
- b. *local streets;*
- c. *pedestrian facilities and bikeways.*

As indicated in the LOS section of the report and in comments from County staff, fire, police, fire and EMS protection are adequate to serve this site, which has an existing office complex. All other facilities such as pedestrian facilities and bikeways already exist and will not be impacted by the proposed land use or zoning changes.

3. Policy 3.9 of the Future Land Use Element states that *An Office land use category shall be established for individual offices or office parks to provide for professional and business services, exclusive of retail trade. Office uses are unique because of the need to have accessibility to both residential and other commercial uses. Their special trade area characteristics require office uses to have additional policies and standards.* The proposed amendment of the land use on this parcel to Office is consistent with Policy 3.9 in that it

Alachua County

Office of Planning and Development Staff Report

establishes an office land use for this office park, which does provide business and professional services such as a massage clinic, dentist, accountant and other similar uses. The change in zoning from AP to BP is contingent upon the land use change being approved. However, such a zoning change is consistent with the Plan in that the BP zoning district specifically implements the Office Land Use designation.

4. Policy 3.9.1 of the Future Land Use Element states that *Office uses shall only be located in areas designated for commercial development, Low, Medium, or High Activity Centers, village centers, planned developments, Transit Oriented Developments, or traditional neighborhood developments, rural employment centers, or rural clusters.*

- a. *Office uses shall be grouped within compact areas to discourage disruption to residential areas.*
 - 1. *Office uses should not be located between properties designated for development at low or medium density on the Future Land Use Map, except when designed as part of a Transit Oriented Development or Traditional Neighborhood Development.*
 - 2. *The land development regulations shall specify appropriate buffers or transitional development and design practices, when office uses are permitted adjacent to residential development or other uses.*
- b. *Office uses are appropriate in areas planned for high density residential use along major arterials served by public mass transportation.*

The Newberry Hills Office Complex is located within the Oaks Mall Activity Center, consistent with Policy 3.9.1. The parcel is adjacent to, but not between parcels with a low or medium density residential land use designation. An existing buffer is in place between Newberry Hills and the adjoining residential subdivision. In addition, the office complex abuts the retention area/open space of the adjoining residential community. The Newberry Hills Complex is located on Newberry Road and public mass transportation is available nearby (RTS Route 75).

5. Policy 7.1.2 of the Future Land Use Element states that *proposed changes to the zoning map shall be considered in light of the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity.* The amendment of the land use from office/residential to office will not introduce new commercial development. The office land use permits those non-residential office uses found in the BP zoning district without the provision for residential development. The Office/Residential land use category, on the other hand, anticipates residential development and is more appropriately implemented by the AP zoning district,

Alachua County

Office of Planning and Development Staff Report

with its limited and less intense office uses. Facilities are adequate to serve the development, consistent with this policy of the Future Land Use Element.

6. The proposed zoning change from AP to BP district is consistent with both the Comprehensive Plan and the ULDC. Both zoning districts implement the Commercial policies of the Plan. If approved, the BP zoning district will allow for expanded uses such as personal services presently not allowed in the AP district. Personal services (e.g. massage therapy) do not present any greater impact to the surrounding area than the professional services permitted in the AP district. Neither district allows commercial retail sales or similar uses and the BP zoning, if approved, will not introduce incompatible uses into the area. The maximum intensity use in the BP district is a bank. Such a use does generate more traffic than those office uses described previously, but is in keeping with the commercial character of the Oaks Mall Activity Center. The BP zoning, if approved, will enable the applicant to have a wider range of office uses (such as personal services) permitted for the Newberry Hills Office Complex.

Exhibit 2 - Staff and Agency Comments

Department of Environmental Protection: No comment

Department of Public Works: No comment

Alachua County Public Safety: No comment

Traffic/Concurrency: The proposed land use and rezoning changes, if approved, will not produce additional traffic at this site. The property has existing development. Any new development would be required to undergo site plan review.

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11-05

AN ORDINANCE AMENDING THE UNINCORPORATED ALACHUA COUNTY FUTURE LAND USE MAP 2020 OF THE ALACHUA COUNTY COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE 03-05, AS AMENDED, BY REDESIGNATING A PARCEL TOTALING APPROXIMATELY 1.44 ACRES AS DESCRIBED IN EXHIBIT A (LEGAL DESCRIPTION) FROM OFFICE/RESIDENTIAL LAND USE TO OFFICE LAND USE; PROVIDING FOR THE ORDINANCE TO BE LIBERALLY CONSTRUED; PROVIDING A REPEALING CLAUSE; PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3184(15)(a), Florida Statutes, requires that any amendment to the Comprehensive Plan or any element or portion thereof be made by ordinance; and,

WHEREAS, the Board of County Commissioners of Alachua County, Florida, wishes to make a small-scale amendment (Application CPA-07-11) to approximately 1.44 acres of the Alachua County Future Land Use Map 2020; of the Alachua County Comprehensive Plan; and,

WHEREAS, such small-scale plan amendments are not subject to a twice-per-year limitation, pursuant to Section 163-3187(1)(c)1., Florida Statutes; and,

WHEREAS, as required by Section 163.3187(1)(c)1.a, Florida Statutes, the cumulative total acreage of small-scale plan amendments will not exceed sixty (60) acres for this year; and,

WHEREAS, pursuant to Section 163.3187(1)(c)4, Florida Statutes, small scale plan amendments may be adopted without a hearing transmitting the amendment to the state land planning agency for comment prior to adoption; and,

WHEREAS, duly advertised public hearings were conducted on such proposed amendment (CPA-01-10) on May 18, 2011 by the Alachua County Planning Commission (acting as the Local Planning Agency (LPA) and on June 14, 2011 by the Board of County Commissioners, both hearings being held after 5:00 p.m.;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSION OF THE COUNTY OF ALACHUA, FLORIDA:

SECTION 1. That the Alachua County Future Land Use Map: 2001-2020 of the Alachua County Comprehensive Plan, as adopted by Ordinance 03-05, as amended, is hereby amended to designate parcels 06656-010-001; 06656-010-002 ; 06656-010-003 and 06656-020-001 totaling approximately 1.44 acres described in Exhibit A (legal description) from Office/Residential Land Use to Office Land Use, as shown on Attachment "A" and incorporated herein as a part thereof.

SECTION 2. **Ordinance to be Liberally Construed.** This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Alachua County, Florida.

SECTION 3. Repealing Clause. All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

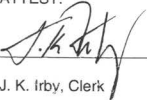
SECTION 4. Severability. It is the declared intent of the Board of County Commissioners that, if any section, sentence, clause, phrase or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance and the remainder of this ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 5. Effective Date. The effective date of this small-scale comprehensive plan amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(3), Florida Statutes. If challenged, the effective date of this amendment shall be the date the final order is issued by the Florida Department of Community Affairs, or the Administration Commission, finding the amendment in compliance with Section 163.3184, Florida Statutes. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

Duly adopted on this 14th day of June, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

ATTEST:



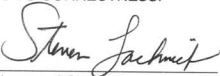
J. K. Irby, Clerk

By:



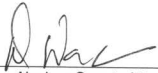
Lee Pinkoson, Chair

DEPARTMENT APPROVAL
AS TO CORRECTNESS:



Director of Growth Management
or designee

APPROVED AS TO FORM:



Alachua County Attorney

EXHIBIT A

PARCEL TWO

A PARCEL OF LAND LOCATED IN SECTION 5, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a found Florida Department of Transportation nail and plate marking the Northeast corner of Section 5, Township 10 South, Range 19 East and the centerline intersection of State Road 26 and N.W. 75th Street, thence South 00° 10' 56" West along the East line of said Section 5 and the centerline of N.W. 75th Street a distance of 50.00 feet to a point marking the intersection of said centerline with the South right-of-way line of State Road 26, thence North 89° 32' 34" West along said right-of-way line a distance of 676.55 feet to a found rebar and cap (#2678), thence South 00° 10' 41" West a distance of 338.01 feet to a found railroad spike, thence North 89° 32' 29" West a distance of 233.62 feet to the Point of Beginning, thence continue North 09° 32' 29" West a distance of 185.00 feet to a found concrete monument (#2678) marking the Southwest corner of this parcel, thence North 00° 20' 38" East along the West line of said property a distance of 338.00 feet to a found rebar and cap (#2678) marking the intersection with the South right-of-way line of State Road 26, thence South 89° 32' 34" East along said right-of-way line a distance of 185.00 feet, thence South 00° 20' 38" West a distance of 338.00 feet to the Point of Beginning, containing 1.44 acres more or less.

ATTACHMENT A





Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

COMPREHENSIVE PLAN AMENDMENT APPLICATION

GENERAL INFORMATION (BY APPLICANT/ AGENT)

Applicant/Agent: JAMES MEEHAN Contact Person: JAMES MEEHAN
Address: 1221 SW 96th St, Gainesville 32607 Phone: (352) 215-2548
Email address: JJMEEHANJR@YAHOO.COM

SUBJECT PROPERTY DESCRIPTION

Property Owner: NEWBERRY HILL OFFICE CONDOMINIUM ASSOCIATION Property Address: 7231-7733 West Newberry Rd
City: GAINESVILLE State: FL Zip: 32607 Phone: (352) 486-3822
Tax Parcel #: 06656-010-001 Section: 5 Township: 10 Range: 19 Grant:
Total Acreage: 1.4 AC Zoning: RP Land Use: RP

TYPE OF REQUEST

- ☒ Small-Scale Map Amendment From: RP To: BP
☐ Large-Scale Map Amendment From: _____ To: _____
☐ Text Amendment For: _____

CERTIFICATION

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I hereby grant the appropriate County personnel permission to enter the subject property during reasonable hours so that they may investigate and review this zoning request.

Signature of Applicant/Agent: James Meehan

Date: 3/28/11

Applications shall be submitted no later than 4:00 PM on the submittal deadline date

TAX PARCEL # 06656-010-002
06656-010-003
06656-020-001



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

REQUIRED ATTACHMENTS

The following items must accompany your application at the time of submittal. No applications will be accepted without these attachments. Please submit the application fee, check made payable to Alachua County Board of County Commissioners, one paper copy and one digital copy of the following:

Small-Scale Map Amendments

- ☒ Proof of neighborhood workshop
- ☒ Legal description
- ☒ Property Owner's Affidavit, notarized
- ☒ Proof of payment of taxes on all parcels
- ☒ Detailed directions to the site
- ☒ Detailed description of request and an explanation of the reason for the requested amendment
- ☒ Survey or scaled drawing of property showing boundaries of property and adjacent properties, roads, easements, and all structures on site
- ☒ Written analysis of consistency with the relevant policies of the Comprehensive Plan, including the activity center policies, where applicable
- ☐ Market Study, where applicable. The market study shall identify a market area for the location of the proposed amendment. It shall document the need for the uses allowed by the proposed amendment through an analysis of factors in the market area, including population projections, existing uses, and zoning and future land use designation of undeveloped areas.
N/A
- ☐ Environmental Resources Checklist, conducted by a qualified professional (certain requests may require a more extensive natural resources assessment)
N/A

Large-Scale Map Amendments

In addition to the above requirements for a small-scale map amendment, the following:

- ☐ Facilities Impact Study, describing the impact of the proposed amendment on public facilities and services. All service areas shall be noted as well as current availability, capacity, demand, and level of service. The effect of the amendment on the demand and level of service shall be indicated based on professionally accepted and documented methodologies. All improvements or new facilities planned by the County or other entities that may have an impact on the amendment shall be discussed.

Text Amendments

- ☐ Detailed description of request and an explanation of the reason for the requested amendment, including any proposed new text or changes to existing text.



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

ZONING APPLICATION

For Rezoning (except Planned Developments) and Special Use Permits and Special Exceptions (including Minor SUP's and SE's).

GENERAL INFORMATION (BY APPLICANT/ AGENT)

Applicant/Agent: JAMES MEEHAN Contact Person: JAMES MEEHAN
Address: 1221 SW 96th St. Gainesville, FL 32607 Phone: (352) 215-2548
Email address: JMEEHAN@YAHOO.COM

SUBJECT PROPERTY DESCRIPTION

Property Owner: NEWBERRY RITE OFFICE Property Address: 7731-7739 West Newberry Rd
COMMERCIAL ASSN.
City: GAINESVILLE State: FL Zip: 32607 Phone: (352) 486-3822
Tax Parcel #: 06656-010-001 Section: 5 Township: 10 Range: 19 Grant: _____
Total Acreage: 1.4 AC Zoning: AP Land Use: RP

TYPE OF REQUEST

☐ Rezoning From: AP To: BP
☐ Special Use Permit For: _____
☐ Minor Special Use Permit For: _____
☐ Special Exception For: _____
☐ Minor Special Exception For: _____

CERTIFICATION

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I hereby grant the appropriate County personnel permission to enter the subject property during reasonable hours so that they may investigate and review this zoning request.

Signature of Applicant/Agent: James Meehan Date: 3/28/11

Applications shall be submitted no later than 4:00 PM on the submittal deadline date

Tax Parcel # 06656-010-002
06656-010-003
06656-020-001



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

REQUIRED ATTACHMENTS

The following items must accompany your application at the time of submittal. No applications will be accepted without these attachments. Please submit the application fee, check made payable to Alachua County Board of County Commissioners, one paper copy and one digital copy of the following:

- ☒ Proof of neighborhood workshop, where applicable.
 - ☒ Legal description.
 - ☒ Property Owner's Affidavit, notarized.
 - ☒ Proof of payment of taxes on all parcels.
 - ☒ Detailed directions to the site.
 - ☒ Detailed description of request and an explanation of why the request is consistent with the County's Comprehensive Plan and Unified Land Development Code.
 - ☒ Survey or scaled drawing of property showing boundaries of property and adjacent properties, roads, easements, and all structures on site.
 - ☒ Proposed site plans, no larger than 11" by 17", for all Special Use Permits, Special Exceptions, and Rezonings to RM or RM-1. Site plans should display the following:
 - ☒ Property boundaries and dimensions.
 - ☒ Existing and proposed buildings, additions, or structures, with distances from the property boundaries shown.
 - ☒ Streets, sidewalks, drives, parking and loading areas, and similar features.
 - ☒ Proposed landscape plan, if applicable.
 - ☐ Environmental Resources Checklist, conducted by a qualified professional (certain requests may require a more extensive natural resources assessment).
 - ☐ Additional requirements (listed separately) for Special Use Permits for Mining Operations, Excavation and Fill Operations, and for Personal Wireless Services Facilities.
 - ☐ Other _____
- Planning staff reserves the right to require additional information for all applications where such submission is necessary to insure compliance with applicable criteria in the individual case.
- ☒ A digital copy of each of the above, in either Microsoft Word or Adobe PDF format.

MINUTES

EMERGENCY BOARD MEETING
NEWBERRY HILLS OFFICE CONDOMINIUM
ASSOCIATION, INC.

March 7, 2011

Pursuant to a notice duly sent, the Emergency Board Meeting of Newberry Hills Office Condominium Association, Inc. was held on March 7, 2011 at 12:00pm at 7731-B1, Gainesville, Florida. The following board members were present at the meeting: Antonio Sylvia, Aubrey Rogers and Dianne Busch. Also present at the meeting was Roxanne Gore with University Management, Inc. and Jim Meehan, Engineer.

The Board Meeting was called to order at 12:05pm by President Antonio Sylvia.

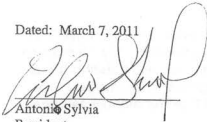
A correction was made to the Notice of Meeting; notice was printed as changing zoning from "BP" to "AP" and should have read "AP" to "BP".

It was a unanimous decision to change the zoning of the Association property. The Board also agreed to look into the possibility of changing the zoning to "BH" with the west side of the property along the block wall being declared a "Conservation Area".

If the zoning change is approved by the county, the Board voted to have a Special Assessment for the fees involved.

With no further business before the Board the meeting was adjourned at 12:50pm.

Dated: March 7, 2011


Antonio Sylvia
President
Aubrey Rogers
Vice President

James J. Meehan P.E.
1221 SW 96th Street
Gainesville, Fl. 32607
(352) 215-2548, FAX (352) 332-0431

**Land Use and Zoning Amendment for Newberry Hills
Location - 7731-7733 West Newberry Rd (SR 26)**

1. Gainesville Sun Advertisement proof and receipt has been provided
2. Boundary Survey, with legal has been provided
3. Property owner affidavit has been provided
4. Proof of taxes paid has been provided for all four parcels
5. Directions to site - 7731-7733 West Newberry Road, immediately west from Pep Boys
6. Description of request: This request is for a change in zoning from AP to BP for the existing Newberry Hills Office Park. Change will require a Land Use Amendment as well. The site is existing. No changes to the buildings, parking etc. are being requested. The purpose of the request is to change the zoning to allow for the existing uses which have been in place for some time, specifically, personal services. AP allows professional services but not personal services.
7. The approved site plan (approved and constructed in 2/94) is included along with the boundary survey.
8. Consistency with Comprehensive Plan -
Policy 3.2.2-Commercial development shall provide adequate buffering or transitional development and design practices, to adequately integrate the development along the edges of the different land uses. **Existing office use is located between residential development (Sunningdale S/D) and retail (Pep Boys). Existing site has 50 ft buffer along west side with 6 ft block wall along property line.**

Policy 3.9.1 a.2.- The land development regulations shall specify appropriate buffers or transitional development and design practices, when office uses are permitted adjacent to residential development or other uses. **Same as for Policy 3.2.2**
9. Market study - existing site and uses
10. Environmental - existing site no changes are requested. Exotics in exiting 50' buffer are to be removed.

11. Facilities impact - As site and uses are existing, no impacts on public facilities or services is expected.

A handwritten signature in black ink, appearing to read "James M. Mullen". The signature is written in a cursive style with a large, looping initial "J".

Alachua County Tax Collector

generated on 3/27/2011 8:35:28 PM EDT

Tax Record

Last Update: 3/27/2011 8:35:27 PM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type		Tax Year		
06656-010-001	REAL ESTATE		2010		
Mailing Address TOUCH OF HEAVEN INC 11151 NE 123RD PL ARCHER FL 32618		Physical Address 7733 W NEWBERRY RD GEO Number 05-10-19-06656010001			
Exempt Amount		Taxable Value			
See Below		See Below			
Exemption Detail NO EXEMPTIONS		Millage Code 0400		Escrow Code	
Legal Description 7733 W NEWBERRY RD NEWBERRY HILL PHASE 1 CONDO BOOK 3 PG 5 BLDG B UNIT B1 & UNDIV INT IN COMMON ELEMENTS DEED APPEARS IN ERROR OR 2445/1145					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Amount
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.3763	242,600	0	\$242,600	\$2,032.09
CNTY DEBT LL	0.2500	242,600	0	\$242,600	\$60.65
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.3638	242,600	0	\$242,600	\$330.86
LIBRARY BONDS	0.1098	242,600	0	\$242,600	\$26.64
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL GENERAL	5.4840	242,600	0	\$242,600	\$1,330.42
SCHL DISCRNRY & CN	0.9980	242,600	0	\$242,600	\$242.11
SCHL BOND 5	0.3750	242,600	0	\$242,600	\$90.98
SCHOOL VOTED	1.0000	242,600	0	\$242,600	\$242.60
SCHL CAP26 PROJECT	1.2500	242,600	0	\$242,600	\$303.25
ST JOHNS RIVER WATER MGT DISTR	0.4158	242,600	0	\$242,600	\$100.87

MUNICIPAL SERVICES TAXING UNIT				
UNINCORP. SERVICES	0.4124	242,600	0	\$242,600 \$100.04
SHERIFF LAW ENFORCE	1.6710	242,600	0	\$242,600 \$405.39
FIRE PROTECTION SERV	1.3391	242,600	0	\$242,600 \$324.87

Total Millage	23.0452	Total Taxes	\$5,590.77
----------------------	---------	--------------------	------------

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
R802	SOLID WASTE MANAGEMENT	\$36.44

Total Assessments	\$36.44
--------------------------	---------

Taxes & Assessments	\$5,627.21
---------------------	------------

If Paid By	Amount Due
	\$0.00

Date Paid	Transaction	Receipt	Year	Amount Paid
1/26/2011	PAYMENT	3025866.0001	2010	\$5,514.67

Prior Year Taxes Due

NO DELINQUENT TAXES

Alachua County Tax Collector

generated on 3/27/2011 8:37:24 PM EDT

Tax Record

Last Update: 3/27/2011 8:37:23 PM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
06656-010-002	REAL ESTATE	2010
Mailing Address ROUSSEAU TODD Y & KERRY A 7733 W NEWBERRY RD STE B2 GAINESVILLE FL 32606-9245		Physical Address 7733 W NEWBERRY RD GEO Number 05-10-19-06656010002
Exempt Amount	Taxable Value	
See Below	See Below	
Exemption Detail NO EXEMPTIONS Legal Description 7733 W NEWBERRY RD NEWBERRY HILL PHASE 1 CONDO BOOK 3 PG 5 BLDG B UNIT B2 & UNDIV INT IN COMMON ELEMENTS OR 2420/ 0833	Millage Code 0400	Escrow Code
Ad Valorem Taxes		
Taxing Authority	Rate	Assessed Value Exemption Amount Taxable Value Amount
BOARD OF COUNTY COMMISSIONERS		
CNTY GENERAL	8.3763	137,100 0 \$137,100 \$1,148.39
CNTY DEBT LL	0.2500	137,100 0 \$137,100 \$34.28
ALACHUA CNTY LIBRARY DISTRICT		
LIBRARY GENERAL	1.3638	137,100 0 \$137,100 \$186.98
LIBRARY BONDS	0.1098	137,100 0 \$137,100 \$15.05
SCHOOL BOARD OF ALACHUA COUNTY		
SCHL GENERAL	5.4840	137,100 0 \$137,100 \$751.86
SCHL DISCRNRY & CN	0.9980	137,100 0 \$137,100 \$136.83
SCHL BOND 5	0.3750	137,100 0 \$137,100 \$51.41
SCHOOL VOTED	1.0000	137,100 0 \$137,100 \$137.10
SCHL CAP26 PROJECT	1.2500	137,100 0 \$137,100 \$171.38
ST JOHNS RIVER WATER MGT DISTR	0.4158	137,100 0 \$137,100 \$57.01
MUNICIPAL SERVICES TAXING UNIT		

UNINCORP. SERVICES	0.4124	137,100	0	\$137,100	\$56.54
SHERIFF LAW ENFORCE	1.6710	137,100	0	\$137,100	\$229.09
FIRE PROTECTION SERV	1.3391	137,100	0	\$137,100	\$183.59

Total Millage	23.0452	Total Taxes	\$3,159.51
----------------------	----------------	--------------------	-------------------

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
R802	SOLID WASTE MANAGEMENT	\$36.44

Total Assessments	\$36.44
--------------------------	----------------

Taxes & Assessments	\$3,195.95
---------------------	------------

If Paid By	Amount Due
	\$0.00

Date Paid	Transaction	Receipt	Year	Amount Paid
11/30/2010	PAYMENT	3014544.0001	2010	\$3,068.11

Prior Year Taxes Due

NO DELINQUENT TAXES

Alachua County Tax Collector

generated on 3/27/2011 8:38:50 PM EDT

Tax Record

Last Update: 3/27/2011 8:38:49 PM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
06656-010-003	REAL ESTATE	2010
Mailing Address DIANNE M BUSCH DMD PROPERTIES 7733 W NEWBERRY RD STE B-3 GAINESVILLE FL 32606	Physical Address 7733 W NEWBERRY RD GEO Number 05-10-19-06656010003	
Exempt Amount	Taxable Value	
See Below	See Below	
Exemption Detail NO EXEMPTIONS Legal Description 7733 W NEWBERRY RD NEWBERRY HILL PHASE 1 CONDO BOOK 3 PG 5 BLDG B UNIT B3 & UNDIV INT IN COMMON ELEMENTS OR 3383/ 0833	Millage Code 0400	Escrow Code
Ad Valorem Taxes		
Taxing Authority	Rate	Assessed Value Exemption Amount Taxable Value Amount
BOARD OF COUNTY COMMISSIONERS		
CNTY GENERAL	8.3763	161,900 0 \$161,900 \$1,356.12
CNTY DEBT LL	0.2500	161,900 0 \$161,900 \$40.48
ALACHUA CNTY LIBRARY DISTRICT		
LIBRARY GENERAL	1.3638	161,900 0 \$161,900 \$220.80
LIBRARY BONDS	0.1098	161,900 0 \$161,900 \$17.78
SCHOOL BOARD OF ALACHUA COUNTY		
SCHL GENERAL	5.4840	161,900 0 \$161,900 \$887.86
SCHL DISCRNRY & CN	0.9980	161,900 0 \$161,900 \$161.58
SCHL BOND 5	0.3750	161,900 0 \$161,900 \$60.71
SCHOOL VOTED	1.0000	161,900 0 \$161,900 \$161.90
SCHL CAP26 PROJECT	1.2500	161,900 0 \$161,900 \$202.38
ST JOHNS RIVER WATER MGT DISTR	0.4158	161,900 0 \$161,900 \$67.32
MUNICIPAL SERVICES TAXING UNIT		

UNINCORP. SERVICES	0.4124	161,900	0	\$161,900	\$66.77
SHERIFF LAW ENFORCE	1.6710	161,900	0	\$161,900	\$270.53
FIRE PROTECTION SERV	1.3391	161,900	0	\$161,900	\$216.80

Total Millage	23.0452	Total Taxes	\$3,731.03
----------------------	----------------	--------------------	-------------------

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
R802	SOLID WASTE MANAGEMENT	\$36.44

Total Assessments	\$36.44
--------------------------	----------------

Taxes & Assessments	\$3,767.47
---------------------	------------

If Paid By	Amount Due
	\$0.00

Date Paid	Transaction	Receipt	Year	Amount Paid
11/24/2010	PAYMENT	3012063.0001	2010	\$3,616.77

Prior Year Taxes Due

NO DELINQUENT TAXES

Alachua County Tax Collector

generated on 3/27/2011 8:40:43 PM EDT

Tax Record

Last Update: 3/27/2011 8:40:43 PM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
06656-020-001	REAL ESTATE	2010			
Mailing Address ROGERS AUBREY JR 2400 NW 6TH ST GAINESVILLE FL 32609-2948	Physical Address 7731 W NEWBERRY RD GEO Number 05-10-19-06656020001				
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail NO EXEMPTIONS Legal Description 7731 W NEWBERRY RD NEWBERRY HILL PHASE II CONDO BOOK 3 PAGE 8 BLDG A UNIT 1, 2 & 3 & UNDIV INT IN COMMON ELEMENTS OR 2273/0084	Millage Code 0400	Escrow Code			
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Amount
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.3763	539,300	0	\$539,300	\$4,517.34
CNTY DEBT LL	0.2500	539,300	0	\$539,300	\$134.83
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.3638	539,300	0	\$539,300	\$735.50
LIBRARY BONDS	0.1098	539,300	0	\$539,300	\$59.22
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL GENERAL	5.4840	539,300	0	\$539,300	\$2,957.52
SCHL DISCRNRY & CN	0.9980	539,300	0	\$539,300	\$538.22
SCHL BOND 5	0.3750	539,300	0	\$539,300	\$202.24
SCHOOL VOTED	1.0000	539,300	0	\$539,300	\$539.30
SCHL CAP26 PROJECT	1.2500	539,300	0	\$539,300	\$674.13
ST JOHNS RIVER WATER MGT DISTR	0.4158	539,300	0	\$539,300	\$224.24
MUNICIPAL SERVICES TAXING UNIT					

Alachua County Tax Collector

generated on 3/27/2011 8:40:43 PM EDT

Tax Record

Last Update: 3/27/2011 8:40:43 PM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
06656-020-001	REAL ESTATE	2010			
Mailing Address ROGERS AUBREY JR 2400 NW 6TH ST GAINESVILLE FL 32609-2948	Physical Address 7731 W NEWBERRY RD GEO Number 05-10-19-06656020001				
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail NO EXEMPTIONS	Millage Code 0400	Escrow Code			
Legal Description 7731 W NEWBERRY RD NEWBERRY HILL PHASE II CONDO BOOK 3 PAGE 8 BLDG A UNIT 1, 2 & 3 & UNDIV INT IN COMMON ELEMENTS OR 2273/0084					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Amount
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.3763	539,300	0	\$539,300	\$4,517.34
CNTY DEBT LL	0.2500	539,300	0	\$539,300	\$134.83
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.3638	539,300	0	\$539,300	\$735.50
LIBRARY BONDS	0.1098	539,300	0	\$539,300	\$59.22
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL GENERAL	5.4840	539,300	0	\$539,300	\$2,957.52
SCHL DISCRNRY & CN	0.9980	539,300	0	\$539,300	\$538.22
SCHL BOND 5	0.3750	539,300	0	\$539,300	\$202.24
SCHOOL VOTED	1.0000	539,300	0	\$539,300	\$539.30
SCHL CAP26 PROJECT	1.2500	539,300	0	\$539,300	\$674.13
ST JOHNS RIVER WATER MGT DISTR	0.4158	539,300	0	\$539,300	\$224.24
MUNICIPAL SERVICES TAXING UNIT					

UNINCORP. SERVICES	0.4124	539,300	0	\$539,300	\$222.41
SHERIFF LAW ENFORCE	1.6710	539,300	0	\$539,300	\$901.17
FIRE PROTECTION SERV	1.3391	539,300	0	\$539,300	\$722.18

Total Millage	23.0452	Total Taxes	\$12,428.30
----------------------	----------------	--------------------	--------------------

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
R805	SOLID WASTE MANAGEMENT	\$170.96

Total Assessments	\$170.96
--------------------------	-----------------

Taxes & Assessments	\$12,599.26
---------------------	-------------

If Paid By	Amount Due
	\$0.00

Date Paid	Transaction	Receipt	Year	Amount Paid
11/30/2010	PAYMENT	1014705.0001	2010	\$12,095.29

Prior Year Taxes Due

NO DELINQUENT TAXES

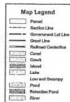
Newberry Hill
6656-20-unit
6656-10-unit

ALACHUA COUNTY
PROPERTY APPRAISER



Ed Crogo, CFA, ASA, AAS
PROPERTY APPRAISER

SECTION MAP



SCALE: 1" = 200'

INFORMATION MAP - NOT A SURVEY

This map is a map of the Property Appraiser's Office for the State of Florida. The map is not a survey and is not intended to be used as a legal document. The map is for informational purposes only. The map is not a survey and is not intended to be used as a legal document. The map is for informational purposes only.

This Map was created by the
Alachua County GIS Services Center
Alachua County Assessor's Office
1000 N. W. 11th Street, Room 101
Gainesville, FL 32601
RGE TWP SEC
19E 10S 05
Revision Date: Jan 04, 2011

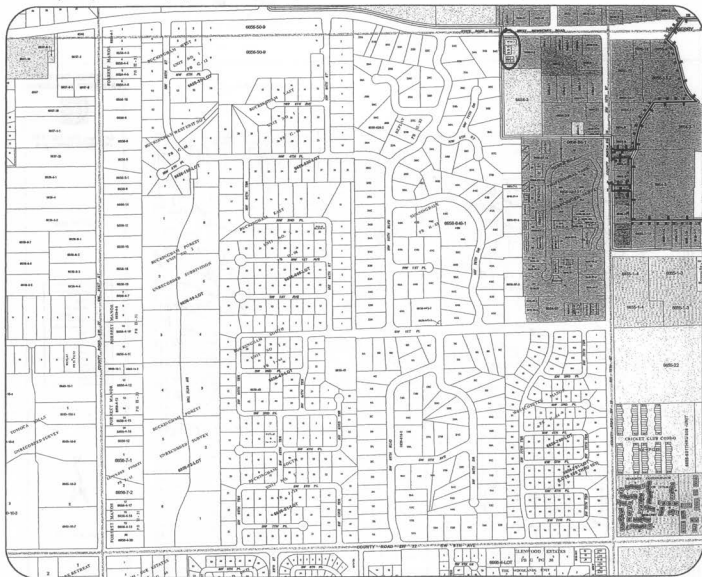
Larry Brevington

Bobby Lenson

Future Land Use

STR051019

Prepared by: Alachua County Department of Growth Management, 10 SW 2nd Avenue, Gainesville, FL 32601, (352) 374-5249, Date: Feb 17, 2011



0 1 Miles

Legend:

- City Limit Line
- Activity Center
- Section Line
- Special Area Study
- Urban Services Line
- Urban Cluster Line
- Open Water

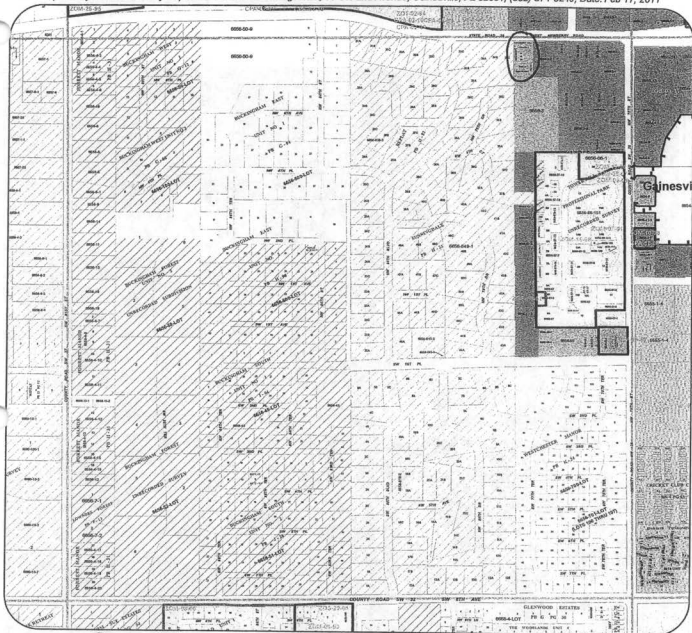
County Future Land Use 2020

- Commercial
- Commercial Enclaves
- Rural Commercial Agriculture
- Shopping Center
- Mixed Use Commercial
- Mixed Use
- Mixed Use Low Density Residential
- Mixed Use Medium Density Residential
- Mixed Use Medium High Density Residential
- Mixed Use Neighborhood Convenience Center
- Mixed Use Employment
- Tourist/Entertainment
- Institutional
- Light Industrial
- Heavy Industrial

- Industrial/Manufacturing
- Estate Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- High Density Residential
- Residential 0-2 DU/acre
- Residential 2-4 DU/acre
- Rural Employment Center
- Rural Community Employment Center
- Rural Cluster
- Open Space
- Recreation
- Rural/Agriculture
- Preservation

- Conservation
- County Solid Waste Mngmnt Facility
- Office
- Office/Business Park
- Office/Medical
- Office/Residential
- Office/Residential (2-4)
- Office/Residential (4-8)
- Warehouse/Distribution
- Utility
- CCSAS Wetlands
- CCSAS Active Use Zone
- CCSAS Exceptional Upland Habitat
- CCSAS Hammock

Prepared by: Alachua County Department of Growth Management, 10 SW 2nd Avenue, Gainesville, FL 32601, (352) 374-5249, Date: Feb 17, 2011



County Zoning

(A) Agricultural

- (A-RB) Agricultural-Rural Business
- (AP) Administrative/Professional
- (BA) Automotive Oriented Business
- (BA-1) Automotive Oriented Business
- (BH-1) Highway Oriented Business
- (BP) Business/Professional
- (BR) Business, Retail Sales/Service
- (BR-1) Business, Retail Sales/Service
- (BW) Wholesale/Warehousing
- (C-1) Conservation

- (HM) Hospital/Medical
- (MB) Business, Marine
- (ML) Light Industrial
- (MP) Manufacturing/Processing
- (MS) Manufacturing/Services
- (PD) Planned Development
- (R-1A) Single Family Residential
- (R-1AA) Single Family Residential
- (R-1B) Single Family Residential
- (R-1C) Single Family Residential
- (R-2) Multi-family Residential
- (R-2A) Multi-family Residential

- (R-3) Multi-family Residential
- (RE) Residential-Estate
- (RE-1) Residential-Estate
- (RM) Manuf./ Mobile Home Park
- (RM-1) Travel Trailer Park
- (RP) Residential/Professional
- Mixed Use
- Mixed Use Employment
- Mixed Use Low Density Residential
- Mixed Use Medium Density Residential
- Mixed Use Medium High Density Res.
- Mixed Use Neighborhood Conv. Center

- Section Line
- City Limit Line
- Pulled from Admin Rezoning
- Resolutions before 1982
- ZOM (Rezoning)
- ZON (Non-Conforming Use)
- ZOR (Revocation)
- ZOS (Special Use Permit)
- ZOT (Temporary Use Permit)
- ZOX (Special Exception)

Ed Crapo, CFA, ASA, AAS
Alachua County Property Appraiser

ALACHUA COUNTY, FLORIDA
For Assessment Purposes Only

05 10 19
SCALE 1"=100'
DATE 05 10 19



06331-041-000
WHO'S YO MAMA INC
3832 NEWBERRY RD STE 1-C
GAINESVILLE, FL 32607

06331-044-000
RRC FL THREE INC
PO BOX 790830
SAN ANTONIO, TX 78279-0830

06656-020-001
AUBREY JR ROGERS
2400 NW 6TH ST
GAINESVILLE, FL 32609-2948

06656-002-005
GERALD D SCHACKOW
8716 NW 6TH PL
GAINESVILLE, FL 32607-1405

06656-002-012
DEAN W NAPPY
11303 SW 10TH LN
GAINESVILLE, FL 32607-1222

06656-003-002
PEP BOYS-MANNY MOE & JACK
ATTN: TAX DEPT
PHILADELPHIA, PA 19132-1116

06656-010-003
LLC DIANNE M BUSCH DMD
PROPERTIES
7733 W NEWBERRY RD STE B-3
GAINESVILLE, FL 32606

06656-634-002
WILLIAMS & WILLIAMS & WILLIAMS
2563 SW 8TH DR #10
GAINESVILLE, FL 32608-9340

06656-636-002
M K BALDWIN
525 NW 80TH BLVD
GAINESVILLE, FL 32607-1530

06331-042-000
MICHAEL S RYALS
5601 NW 88TH ST
GAINESVILLE, FL 32653

06331-046-000
RRC FL THREE INC
PO BOX 927000
HOFFMAN ESTAES, IL 60179

06656-002-000
INC GAINESVILLE ANIMAL
HOSPITAL
7615 W NEWBERRY RD
GAINESVILLE, FL 32606

06656-002-006
WH CAPITAL LLC
3290 NORTHSIDE PARKWAY STE 385
ATLANTA, GA 30327

06656-002-013
DEAN NAPPY
11303 SW 10TH LN
GAINESVILLE, FL 32607-1222

06656-010-001
TOUCH OF HEAVEN INC
11151 NE 123RD PL
ARCHER, FL 32618

06656-633-001
TIMOTHY A MODISETTE
625 NW 80TH BLVD
GAINESVILLE, FL 32607

06656-635-002
LEEDY & LEMPINEN-LEEDY H/W
421 NW 79TH DR
GAINESVILLE, FL 32607

06656-636-003
A G R DOMPE
611 NW 80TH BLVD
GAINESVILLE, FL 32607-1599

06331-000-000
CO & BACHELOR BUTTONS
HOLDINGS INDUSTRAIL CO
MANAGEMENT
5303 SW 91ST DR
GAINESVILLE, FL 32608

06331-043-000
KPG INVESTMENTS INC
8280 PRINCETON SQ BLVD
JACKSONVILLE, FL 32256

06332-000-000
BANK OF AMERICA
101 N TRYON ST
CHARLOTTE, NC 28255

06656-002-004
& SCHUETH JR GRUNTHAL
PENNINGTON III
45 W BAY ST STE 203
JACKSONVILLE, FL 32202-3C

06656-002-008
13/13 CAPITAL LLC
12783 BAY PLANTATION DR
JACKSONVILLE, FL 32223

06656-003-000
H E BUCKLEY
7715 W NEWBERRY RD
GAINESVILLE, FL 32606-670

06656-010-002
TODD Y ROUSSEAU
7733 W NEWBERRY RD STE
GAINESVILLE, FL 32606-924

06656-633-003
FINCHER & FINCHER
721 NW 80TH BLVD
GAINESVILLE, FL 32607

06656-635-003
SYLVIA WOLCOTT GREEN
611 NW 79TH DR
GAINESVILLE, FL 32607-154



The
Payment Solutions
EXPERTS

Approved**Payment Successfully authorized!**

User	Vonda Jackson
Account	Gainesville Sun
Order Number	711158d02IL5eByXUAARX
Auth Code	862153
Amount	\$159.21

Name	James Meehan
Email	
Phone	
Street	1221 SW 96TH ST
City	GAINESVILLE
State/Province	FL
Zip/Postal Code	32607-3219
Comments	GF06805756

Name on Credit Card	James Meehan
Credit Card Number	*****6088

Public Notice

A neighborhood workshop is to be held to discuss a rezoning and land use change from AP to BP to accommodate existing uses at Newberry Hills Office Park, an existing 1.5 acre development located @ 7731 - 7733 Newberry Road. This is not a public hearing. The purpose of the meeting is to inform neighboring property owners of the nature of the proposal and see comments.

The meeting will be held Tuesday, March 29th @ 7:00 pm @ 7733 Newberry Rd. Unit B-1. Contact person James Meehan P.E. (352) 215-2548.

The Gainesville Sun

Commitment to accuracy

The Gainesville Sun promptly corrects errors of fact appearing in its news columns. If you believe we have made an error, call the news department at (352) 374-5005 days or 374-5085 at night. If you have a question or comment about coverage, write to Jim Osteen, executive editor, P.O. Box 147147, Gainesville, FL 32614-7147, e-mail, at osteenj@gvillesun.com. Or call (352) 374-5035.

SW (10th St., Gainesville, FL 32608). Periodicals postage paid at Gainesville, FL 32608. All handling fees are the property of the Gainesville Sun, 2700 S.W. 11th Street, Gainesville, FL 32608. POSTMASTER: Send address changes to The Gainesville Sun, 2700 S.W. 11th Street, Gainesville, Florida 32608.

MAIN NUMBER: 378-1411

DELIVERY PROBLEMS, CHANGES OR BILLING QUESTIONS?

Call Customer Service: 378-1416
toll-free: 1-800-443-9493
Monday-Friday 9 a.m.-5 p.m.
Saturday-Sunday 7 a.m.-10 a.m.

To subscribe: 378-1416 or toll-free (800) 443-9493

By carrier: Daily and Sunday \$4.06/week, \$210.94/year (Rates include sales tax and transportation costs)
PLEASE NOTE: Non-daily subscribers will receive the following editions included with the regularly

scheduled frequency of delivery:

01/01/11; 01/10/11; 01/11/11; 01/17/11;
02/07/11; 02/21/11; 03/17/11; 04/22/11;
05/06/11; 05/30/11; 06/17/11; 07/01/11;
09/05/11; 09/09/11; 10/10/11; 11/08/11;
11/09/11; 11/11/11; 11/24/11; 11/25/11;
11/28/11; 12/23/11; 12/24/11 and
01/01/12

Place a classified ad

8 a.m. to 5 p.m., 372-4222 or toll-free
(800) 443-4245, or fax 338-3131
Cancel or correct an ad 338-3161

Want to buy a retail ad?

Contact retail advertising 374-5012
Questions or problems 374-5012

Breaking news?

Call 359-5656

NEWS COVERAGE QUESTION?

Call Jim Osteen, Executive editor,

374-5035 or Jacki Levine, Managing editor, 374-5040

Have a news tip?

LOCAL: Sean McCrory, Assistant managing editor/content 374-5093
Lillian Guevara-Castro,
Local news editor 374-5023

By fax 338-3128
Jeff Tadeen,
Night local news editor 374-5044

MOBILE REPORTER/
SURROUNDING COMMUNITIES:

Karen Voyles 359-5656
SPORTS: Arnold Feliciano,
Sports editor 374-5055

Call in results 374-5074
BUSINESS:

Anthony Clark, Editor 338-3171
HEALTH & SCIENCE:

Diane Chun, Editor 374-5041
NATION/WORLD: Paul Jenkins,

News editor

FEATURES: Sarah Sain,
Assistant local news editor
lifestyles

Bill Dean, Entertainment
editor

EDITORIAL/OPINION:
Ron Cunningham,
Editorial Page editor

MULTIMEDIA:
Joel Axon, Assistant man-

Digital

WANT A SUN PHOTO RE?

Go to <http://reprints.gai.com> and search our archive

offered for sale in various
printed on high quality pap

photos that were shot by a
tographer are available. Ph

not to be republished or for
Web sites.

Public Notice

A neighborhood workshop is to be held to discuss a rezoning and land use change from AP to BP to accommodate existing uses at Newberry Hills Office Park, an existing 1.5 acre development located @ 7731 - 7733 Newberry Road. This is not a public hearing. The purpose of the meeting is to inform neighboring property owners of the nature of the proposal and see comments.

The meeting will be held Tuesday, March 29th @ 7:00 pm @ 7733 Newberry Rd. Unit B-1. Contact person James Meehan P.E. (352) 215-2548.

The Performing Arts Center at P.K. Yonge Presents

hairspray

THE BROADWAY MUSICAL



March 18, 19, 24, 25 and 26 at 7 p.m.

March 20, 26 and 27 at 2 p.m.

Tickets: \$18 adult/\$10 student

Call 352-392-1850

or visit hairspray.pkyongefl.edu

This production made possible by a generous grant
from Betty and Johnny Arnette

The Gainesville Sun

Performing Arts Center

D. P. Fitzgerald, Inc.

1080 SW 11 Street, Gainesville FL 32601

From cars to to



To get rates & place your ad
go to gainesville.com or
call 352.372.4222

**ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
ADMINISTRATION ANNEX - 10 S.W. SECOND AVENUE, 3rd FLOOR
GAINESVILLE, FLORIDA 32601
(352) 374-5249**

May 3, 2011

Notice of Zoning Application # CPA-07-11

Dear Property Owner:

As owner of property within the vicinity of the area covered by this request, you are hereby notified of the above zoning application. The zoning process on this item will include two (2) public hearings: An advisory hearing with the **Planning Commission** followed by a final hearing with the **Board of County Commissioners**. The **Planning Commission** hearing and the **Board of County Commissioners** hearing will be held in the **Jack Durance Auditorium** of the Alachua County Administration Building.

Planning Commission date and time:

Wednesday, May 18, 2011 at 6:00 p.m.

Board of County Commissioners date and time:

To be determined

You are invited to attend and participate in the hearings.

For your information, we have enclosed a zoning map and description of the application. The application file is accessible for review and a copy of the staff report is available upon request. A pamphlet and video containing information about quasi-judicial proceedings is also available upon request.

You are encouraged to provide written comments in the space provided below and return your response to us no later than 5:00 p.m., Tuesday, May 17, 2011. This will allow us to make your response a part of the information packet presented to the Commissioners prior to the public hearings.

If you have any questions, or desire further information, please contact the Development Services Section at (352) 374-5249.

PLEASE WRITE LEGIBLY/USE DARK INK

RETURN THIS PORTION

Comments:

*I support the request for this
re-zoning.*

SIGNED:

APPLICATION # CPA-07-11

06656-010-003 CPA-07-11
LLC DIANNE M BUSCH DMD
PROPERTIES
7733 W NEWBERRY RD STE B-3
GAINESVILLE, FL 32606

RECEIVED
05-09-11
AC Growth Mgmt.

CPA-07-11
Location Map

Newberry Hills Office

SITE

CPA-07-11
Aerial Map

Newberry Hills Office

SITE



INTERSTATE 75

Future Land Use: Commercial

NW 76 BLVD

Future Land Use: Mixed Use

Activity Center-Oaks Mall

W NEWBERRY RD

Future Land Use: Low Density

NW 75 ST

NW 80 BLVD

NW 5 CT

NW 4 CT

NW 79 DR



NEWBERRY HILLS	
Parcel 1	Parcel 2
AT	AT
2A	2A
2B	2B
2C	2C
2D	2D
2E	2E
2F	2F
2G	2G
2H	2H
2I	2I
2J	2J
2K	2K
2L	2L
2M	2M
2N	2N
2O	2O
2P	2P
2Q	2Q
2R	2R
2S	2S
2T	2T
2U	2U
2V	2V
2W	2W
2X	2X
2Y	2Y
2Z	2Z

SITE

Office/Residential

Office

Incl.

CPA-07-11

Existing Future Land Use

Newberry Hills Office

CITY OF GAINESVILLE

INTERSTATE 75

Future Land Use: Commercial

NW 76 BLVD

Future Land Use: Mixed Use

Activity Center-Oaks Mall

W NEWBERRY RD

Future Land Use: Low Density

NW 75 ST

SITE

Office/Residential

Tourist/Entertainment

CPA-07-11

Proposed Future Land Use

Newberry Hills Office

CITY OF GAINESVILLE



INTERSTATE 75

Zoning District: 'BH'

6336-1

6336-1-2

6336-3

6336-1-1

6336-2

6331-4

6331-2-1

6332

6331-43

6331-41

Zoning District: 'R-3'

Zoning District: 'R-2A'

Zoning District: 'R-2'

NW 76 BLVD

Activity Center-Oaks Mall

W NEWBERRY RD

6655-14

6655-9

6655-13

6655-13-2

ZOM-04-11

Zoning

Newberry Hills Office

6654-6

CITY OF GAINESVILLE

NW 75 ST

6656-2-2

6656-2-3

6656-2-4

6656-2-6

6656-2-9

6656-2-1

6656-2-17

6656-2-15

6656-2-12

6656-2-13

6656-2-7

6656-2-10

6656-2-11

6656-2-8

6656-66-1

'PD'

2A

2B

2C

2D

2E

2F

2G

2H

2I

2J

2K

2L

2M

2N

2O

2P

2Q

2R

2S

2T

2U

2V

2W

2X

2Y

2Z

SITE

'BR'

6656-3-2

Zoning District: 'AP'

6656-3

'C-1'

Zoning District: 'RE-1'

NW 78 DR

NW 80 BLVD

NW 5 CT

NW 4 CT



Background for Land Use/Zoning Change Request

- Facility permitted in 2002 as a wellness clinic (professional services) doing skin and body treatments. Permitted as such on 2/27/2002. Permit (#2002020504) specifically not approved for a day spa (massages or other treatments).
- Applicant attempted to apply for building permits to upgrade facility in 2012 when it was determined that personal services (spa activities) were occurring at the facility. These include massage therapy, nail treatments, facials, etc.

Background for Land Use/Zoning Change Request

- Applicant was not cited pending resolution of issue. Staff recommendation was to amend zoning to BP (Business/Professional) district which permits both professional and personal services. Concurrent land use change to 'Office' land use designation required to accomplish this. Both requests are being processed via a single application with approval of the zoning change contingent upon the small scale land use change being approved by the Board.

Applicant Request (CPA-07-11)

- The applicant is requesting that a small scale land use amendment be granted from 'office/residential' land use to 'office' land use. The change to 'office' land use will enable additional permitted uses (such as personal services) through a wider range of allowable zoning districts.

Bases for Approval

- The request is consistent with the office policies found in the Future Land Use Element of the Plan as well as the Plan as a whole. It is located within the Oaks Mall Activity Center and is served by rapid transit and well as a major arterial road. Infrastructure is adequate to serve the site. The site is presently developed and no additional development is anticipated as part of this request. Office-type uses are consistent with the surrounding development.

Applicant Request (ZOM-04-11)

- The applicant is requesting to change the zoning on the parcel from 'AP' (Administrative/Professional) district to 'BP' (Business/Professional) district. The BP district implements the office land use category and allows a variety of office uses including personal and professional services.

Bases for Approval

- The request is consistent with the office policies found in the Future Land Use Element of the Plan as well as the Plan as a whole. It is located within the Oaks Mall Activity Center and is served by rapid transit and well as a major arterial road. Infrastructure is adequate to serve the site. The site is presently developed and no additional development is anticipated as part of this request. The BP zoning, if approved, will allow a wider range of permitted uses consistent with the office land use designation.

Staff Recommendation

- Adopt the small scale land use change with the bases as noted in the staff report. If the small scale land use change is approved, then staff recommendation is to approve the requested zoning change from AP to BP district with the bases as noted in the staff report.

June 14, 2011 Regular BoCC Meeting
Agenda Item #30

Title

ZOS-04-11: A request for a special use permit to allow a community resource center on approximately 0.75 acres. (Amended)

Amount

N/A

Description

A request by Chris Dawson, agent, for Alachua County Board of County Commissioners, owners, for a special use permit to allow for the establishment of a government facility-Community Resource Center on approximately .75 acres located at 807 & 817 SW 64th Terrace on Tax Parcel Number 06675-011-010.

Recommendation

Staff recommends that the Board hear the item and adopt Resolution Z-11-06 approval the requested special use permit

Alternative(s)

Do not adopt Resolution Z-11-06

Requested By

Gerald Brewington (374-5249)

Originating Department

Growth Management

Attachment(s) Description

1) Staff Powerpoint Presentation 2) Staff Report 3) Resolution Z-11-06 4) Background Materials 5) Citizen Comments

Documents Requiring Action

Resolution Z-11-06

Executive Summary

The special use permit, if adopted, would permit a community resource center to operate in existing structures located in a residential subdivision. It would serve residents of the southwest section of Alachua County and would house a satellite facility of the Alachua County Health Department, providing ready access for citizens in this area of the county.

Background

The special use permit is being sought by Alachua County to allow a community resource center to be housed in two residential structures recently purchased by the County. These facilities would house a satellite facility of the Alachua County Health Department and would also provide space for educational programs (both youth and adult) and other community-based programs for the citizens of Alachua County.

Issues

The requested special use permit is being sponsored by the County. It will provide a community resource center in the southwest portion of the county and will provide a location for serving the citizens of Alachua County by providing adult and children's education classes, a public meeting facility as well as a satellite facility for the Alachua County Health Department.

Fiscal Recommendation

NA

Fiscal Alternative(s)

NA

Funding Sources

NA

Account Code(s)

NA

Attachment: Resolution for ZOS0411.pdf

Attachment: ZOS0411 Submittal Package.pdf

Attachment: ZOS0411 Powerpoint Presentation.pdf

Attachment: Public Comment ZOS0411.PDF

Attachment: ZOS0411 Staff Report.pdf

RESOLUTION Z-11-06

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA FOR A SPECIAL USE PERMIT TO ALLOW THE ESTABLISHMENT OF A GOVERNMENT FACILITY-COMMUNITY RESOURCE CENTER ON APPROXIMATELY 0.75 ACRES LOCATED AT 807 & 817 SW 64TH TERRACE ON TAX PARCEL NUMBER 06675-011-010

WHEREAS, Zoning Application ZOS-04-11 has been duly filed and was considered by the Alachua County Planning Commission at its regular meeting of May 18, 2011; and,

WHEREAS, the Alachua County Board of County Commissioners considered the item at its regular meeting of June 14, 2011;

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

Zoning Application ZOS-04-11, a request by Chris Dawson, agent, for Alachua County Board of County Commissioners, owners, for a special use permit to allow the establishment of a government facility-Community Resource Center on approximately 0.75 acres located at 807 & 817 SW 64th Terrace on Tax Parcel Number 06675-011-010, as summarized in Exhibit A in this resolution, is hereby approved with the following conditions and bases:

FILED
CLERK OF CIRCUIT COURT
2011 JUN 16 PM 4 45

Conditions

1. The Special Use Permit shall allow for a Government Facility or Building with the following specific permitted uses: Community Resource Center, Health Department Office, Public Park, Sheriff's Office Substation; Voting Precinct; Public Assembly Space, and other similar government activities.
2. Lighting on the site shall be designed and installed to minimize the impact on adjacent property and rights-of-way. Fixtures will be full cut-off luminaries.
3. Indoor hours of operation shall be limited to the hours of 6 a.m. to 10 p.m. Outdoor activities, exclusive of the public park, shall be limited to the hours of 8 a.m. to 8 p.m. Public park hours shall be limited to dawn to dusk and shall be posted.
4. Development of the site that proposes no new additional impervious surface shall only require administrative development plan approval and shall not require review by the Development Review Committee.
5. Parking areas on the site shall provide one handicap space and six standard spaces in each of the existing parking areas. On-street parking shall be allowed on only one side of Southwest 64th Terrace.
6. One sign shall be permitted for each of the existing structures. Signs shall be monument-style signs of no more than six feet of height and a total sign area of 24 square feet per face. Signs shall not be illuminated either internally or externally. Provided signage shall only describe the facility and shall not include changeable copy.

Bases

1. Policy 5.1.1 of the Future Land Use Element (Institutional Uses) states that *Potential locations for major future institutional uses are identified on the Future Land Use Maps. Institutional uses may be allowed in other land use categories designated on the Future Land Use Map, and implemented in accordance with the guidance and policies within this Section 5.0., and within the Comprehensive Plan as a whole.*

The proposed use as community resource center is identified in this section of the Future Land Use Element as an institutional use. The location of this facility is appropriate in that it will be situated in former residential units of the community it will now serve.

2. Policy 5.1.2 of the Future Land Use Element (Institutional Uses) identifies institutional and governmental uses in Alachua County. Specifically, **Policy 5.1.2(b)** states that community services are considered institutional uses. The specific policy language for community service organizations is found in **Policy 5.4.6**. This language states that *Community Service Organizations, such as voluntary organizations and clubs engaged in civic, charitable, and related activities, shall be considered as institutional uses. Special provisions shall be made in the land development regulations to address the unique needs of those uses, including criteria regarding site size, scale, and dimensions, building coverage, parking, buffering, access, clientele, and other impacts. Some activities not typical for residential areas such as the provision of temporary residences, homeless shelters, and community residential homes not otherwise exempted by Florida Statutes may be allowed in the urban cluster*

through the special use permit process. New homeless shelters shall be subject to performance criteria regarding site, size, scale, and dimensions, building coverage, parking, buffering, access, and other impacts. Policy 5.4.6 can also be interpreted to include facilities such as the community resource center that is the subject of this request. As such, the request for a special use permit is consistent with this Policy of the Future Land Use Element.

3.Policy 5.2.1 provides location criteria for institutional uses. *The following criteria shall determine the appropriateness of potential institutional locations and uses requiring special use permits shall be demonstrated prior to establishing the institutional use:*

- a. Optimum service area.*
- b. Optimum operating size.*
- c. Access to clientele.*
- d. Compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.*
- e. Nature of service provision.*
- f. Needs of the clientele.*
- g. Availability and adequacy of public infrastructure to serve the*

particular use.

- h. Preservation and strengthening of community and neighborhood character through design.*
- i. Consistency with the goals, objectives, and policies of the Conservation and Open Space Element.*

The placement of the community resource center in this location is consistent with Policy 5.2.1(a). It will provide education, outreach and health services in an area of demonstrated need. The buildings are of an adequate size to handle the anticipated programs that will be housed in them, consistent with Policy 5.2.1(b)). As these services will be located in existing multi-family structures, there will be compatibility with the surrounding development, consistent with Policy 5.2.1(d). It will provide ready access to its clientele (the residents of the Sugarfoot area as well as other Alachua County residents) consistent with 5.2.1(c) and will directly address the needs of these residents by providing education, healthcare and outreach (5.2.1(f)). As shown in the LOS portion of the staff report, public infrastructure is adequate to serve these facilities (5.2.1(g) and the neighborhood character will be retained through the reuse of existing structures in the subdivision (5.2.1(h)). Lastly, the proposal will provide developed open space for the residents, consistent with the Conservation and Open Space Element (5.2.1(i)).

4.Policy 5.4.1 states that *Civic and government facilities, including future branch libraries, should be located on transit routes, in activity centers, village centers, or near other community services to ensure accessibility.* The proposed facility is located near RTS transit route and is readily accessible by the residents of the Sugarfoot area as well as Alachua County residents in general. **Policy 5.4.1.2** states that *civic and government facilities may be permitted in all land use categories designated on the Future Land Use Map through the special use permit process, subject to performance criteria regarding site, size, scale and dimensions, building coverage, parking, buffering, access and other impacts.* The applicant (Alachua County) is seeking a special use permit for this proposed facility. The facility will be housed in existing structures and will be subject to site plan approval to ensure that all of the criteria found in Policy 5.4.1.2 are met.

5.Policy 7.1.2 of the Future Land Use Element states that *proposed changes to the zoning map shall be considered in light of the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity.* The facility has legal access to a county maintained road. The use of the site under the proposed special use permit will not impact emergency services, school capacity, or other levels of service within Alachua County. The applicant is seeking, via this request, a special use permit to operate a community resource center within existing structures in the Sugarfoot Subdivision. The applicant will operate this facility within the existing buildings on the site. The property is surrounded by residential development. By locating the proposed use in residential

units, the resource center will blend with the existing residential development in the area. County staff has indicated that existing parking is adequate to handle the needs of this proposed use and all other provisions related to the site can be addressed at Development Review.

6. Any Special Use Permit is required to demonstrate that it complies with the general criteria identified in **Section 402.124** of the ULDC. These criteria are:

- (a) the proposed use is consistent with the Comprehensive Plan and ULDC;*
- (b) the proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;*
- (c) the proposed use shall not adversely affect the health, safety, and welfare of the public; and*
- (d) satisfactory provisions and arrangements have been made concerning the following matters, where applicable:*
 - 1. ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;*
 - 2. off-street parking and loading areas where required, with particular attention to item 1 above;*
 - 3. the noise, glare or odor effects of the special exception on surrounding properties;*

4.refuse and service areas, with particular reference to location, screening and items 1 and 2 above;

5.Utilities, with reference to location and availability;

6.Screening and buffering with reference to type, dimensions and character;

7.Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;

8.Required yards and other open space;

9.General compatibility with surrounding properties; and

10.Any special requirements set forth in this ULDC for the particular use involved.

As described in this Report, and as regulated by the specific conditions proposed in this report, the use is consistent with the Comprehensive Plan and ULDC and is compatible with the existing land use pattern and future land use pattern established by the Comprehensive Plan. Further, the conditions proposed as part of Staff's recommendation will ensure the use does not adversely affect the health, safety, or welfare of the public. No buffering or screening will be needed and signage will comply with the Alachua County Code or the conditions of this special use permit. The site has adequate ingress/egress for both the use proposed as well as for emergency vehicles. Refuse and service areas are adequate to serve the proposed use if this special use permit is approved and will not block or otherwise impede ingress/egress or off-street

parking. Off-street parking exists to serve the proposed facility. The proposed use with the recommended conditions will not create unusual or extreme noise, odor or glare. Adequate utilities exist to serve the proposed facility and the existing buildings are in keeping in character with surrounding development. Adequate off-street parking and sign restrictions will be provided through the conditions proposed by this report.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 14th day in June, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: 

Lee Pinkoson, Chair

ATTEST:


J. K. Irby, Clerk

APPROVED AS TO FORM



Alachua County Attorney

(SEAL)

DEPARTMENT APPROVAL

AS TO CORRECTNESS


Department of Growth Management

Authorized Designee

EXHIBIT A

SUGARFOOT OAKS UNIT 3 PB K-91 LOTS 10, 12, & 13

Alachua County

Office of Planning and Development Staff Report

Application Number: ZOS-04-11

Staff Contact: Jerry Brewington, Sr. Planner
352-374-5249

Planning Commission

Board of County Commissioners

Hearing Date: May 18, 2011

Hearing Date: June 14, 2011

SUBJECT:

A request for a special use permit for a community resource center in a R-2a (Multi-family residential) district on approximately 0.75 acres

APPLICANT/AGENT:

Alachua County BoCC

PROPERTY OWNER:

Alachua County BoCC

PROPERTY DESCRIPTION:

Location: 807 & 817 SW 64th Terrace
Parcel Numbers: 06675-11-10 & 6675-11-13
Section/Township/Range: 9-10-19
Land Use: High Density Residential
Zoning: R-2a (Multi-family Residential)
Existing Use: Vacant Residential
Acreage: 0.75

PREVIOUS REQUESTS:

None

ZONING VIOLATION HISTORY: There are currently no violations on the site.

STAFF RECOMMENDATION: Approval with conditions and bases in report.

PC RECOMMENDATION: Approval with conditions and bases in report. (8-0)

Alachua County

Office of Planning and Development Staff Report

Analysis of Request

Background

This request is for a special use permit in a R-2a (Multi-family Residential) district to permit a community resource center in the Sugarfoot Oaks neighborhood. However, the center will serve residents for all of Alachua County. The project would renovate two existing quad-plex units as well as the surrounding site. These would house such activities as after school programs for at-risk youth, community educational programs for youth and adults as well as family oriented social programs. The site would also serve as a satellite facility for the Alachua County Health Department. The site would also serve as a community park. The buildings were acquired by Alachua County in March of 2011 and the buildings will be developed in conjunction with the Southwest Advocacy Group (SWAG). Each structure is approximately 3,200 square feet in size.



Aerial View of Subject Property

Alachua County

Office of Planning and Development Staff Report

Levels of Service

The Alachua County Comprehensive Plan Capital Improvement Element requires that the public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of Level of Service Compliance (CLSC) be a condition of all final development orders. 'Concurrent' shall mean that all adopted levels of service (LOS) standards shall be maintained or achieved within a specified timeframe. Per Policy 1.2.4 of the Capital Improvements Element of the Alachua County Comprehensive Plan, LOS standards have been adopted for various types of public facilities.

Traffic

The proposed special use permit will not cause LOS standards found in the plan to be exceeded. Concurrency will be reviewed during the development plan review process.

Mass Transit

Policy 1.2.4 (F) states that the minimum LOS for 24 hour ambulatory and wheelchair service (24 hour basis) is 8 vehicles. ATC/Intelitran is providing 24 hour ambulatory and wheelchair service to the site at the minimum LOS standard. The site is served by regular bus service from the Regional Transit System (RTS).

Water and Sewer

The site is served by central water and sewer service.

Drainage

Policy 1.2.4 (D) states that the minimum drainage LOS standard for residential development requires a floor elevation of one (1) foot above the 100-year/24-hour storm elevation. Any development at this site will be required to meet this standard at the time of final DRC approval.

Emergency Services

Policy 1.2.5 (A) states that the LOS standard for fire services within the rural area is as follows:

- Initial unit response within 12 minutes for 80% of all responses within 12 months.
- Fire protection service level of ISO (Insurance Service Office) Class Protection less than 10.
- Development shall provide adequate water supply for fire suppression and protection and fire service compliant fire connections.

Any development at this site will be required to meet this standard at the time of development plan approval.

Alachua County

Office of Planning and Development Staff Report

Solid Waste

Policy 1.2.4 (C) states that the minimum level of service standard for solid waste disposal used for determining the availability of disposal capacity to accommodate demand generated by existing and new development, at a minimum, shall be 0.73 tons per person per year. Any development at this site will be required to meet these minimum LOS standards as part of development plan approval.

Public Schools

There will be no impact to public schools if this request is approved. The proposed facility is a community resource center intended to serve the residents of the surrounding community. School age children will not be housed in this facility.

Recreation

Recreation levels of service as provided in the Plan will not be impacted by this request. Part of the proposal is to provide additional recreational amenities for the surrounding residential community.

Comprehensive Plan and ULDC Consistency

The following is staff analysis of the consistency of this application with Alachua County Comprehensive Plan and the Unified Land Development Code.

Comprehensive Plan

Policy 5.1.1 of the Future Land Use Element (Institutional Uses) states that *Potential locations for major future institutional uses are identified on the Future Land Use Maps. Institutional uses may be allowed in other land use categories designated on the Future Land Use Map, and implemented in accordance with the guidance and policies within this Section 5.0., and within the Comprehensive Plan as a whole.* The proposed use as community resource center is identified in this section of the Future Land Use Element as an institutional use. The location of this facility is appropriate in that it will be situated in former residential units of the community it will now serve.

Policy 5.1.2 of the Future Land Use Element (Institutional Uses) identifies institutional and governmental uses in Alachua County. Specifically, **Policy 5.1.2(b)** states that community services are considered institutional uses. The specific policy language for community service organizations is found in **Policy 5.4.6**. This language states that *Community Service Organizations, such as voluntary organizations and clubs engaged in civic, charitable, and related activities, shall be considered as institutional uses. Special provisions shall be made in the land development regulations to address the unique needs of those uses, including criteria regarding site size, scale, and dimensions, building coverage, parking, buffering, access, clientele, and other impacts. Some activities not typical for residential areas such as the provision of*

Alachua County

Office of Planning and Development Staff Report

temporary residences, homeless shelters, and community residential homes not otherwise exempted by Florida Statutes may be allowed in the urban cluster through the special use permit process. New homeless shelters shall be subject to performance criteria regarding site, size, scale, and dimensions, building coverage, parking, buffering, access, and other impacts. Policy 5.4.6 can also be interpreted to include facilities such as the community resource center that is the subject of this request. As such, the request for a special use permit is consistent with this Policy of the Future Land Use Element.

Policy 5.2.1 provides location criteria for institutional uses. *The following criteria shall determine the appropriateness of potential institutional locations and uses requiring special use permits shall be demonstrated prior to establishing the institutional use:*

- a. Optimum service area.
- b. Optimum operating size.
- c. Access to clientele.
- d. Compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.
- e. Nature of service provision.
- f. Needs of the clientele.
- g. Availability and adequacy of public infrastructure to serve the particular use.
- h. Preservation and strengthening of community and neighborhood character through design.
- i. Consistency with the goals, objectives, and policies of the Conservation and Open Space Element.

The placement of the community resource center in this location is consistent with Policy 5.2.1(a). It will provide education, outreach and health services in an area of demonstrated need. The buildings are of an adequate size to handle the anticipated programs that will be housed in them, consistent with Policy 5.2.1(b)). As these services will be located in existing multi-family structures, there will be compatibility with the surrounding development, consistent with Policy 5.2.1(d). It will provide ready access to its clientele (the residents of the Sugarfoot area as well as other Alachua County residents) consistent with 5.2.1(c) and will directly address the needs of these residents by providing education, healthcare and outreach (5.2.1(f)). As shown in the

Alachua County

Office of Planning and Development Staff Report

LOS portion of the staff report, public infrastructure is adequate to serve these facilities (5.2.1(g) and the neighborhood character will be retained through the reuse of existing structures in the subdivision (5.2.1(h)). Lastly, the proposal will provide developed open space for the residents, consistent with the Conservation and Open Space Element (5.2.1(i)).

Policy 5.4.1 states that *Civic and government facilities, including future branch libraries, should be located on transit routes, in activity centers, village centers, or near other community services to ensure accessibility.* The proposed facility is located near RTS transit route and is readily accessible by the residents of the Sugarfoot area as well as Alachua County residents in general. **Policy 5.4.1.2** states that *civic and government facilities may be permitted in all land use categories designated on the Future Land Use Map through the special use permit process, subject to performance criteria regarding site, size, scale and dimensions, building coverage, parking, buffering, access and other impacts.* The applicant (Alachua County) is seeking a special use permit for this proposed facility. The facility will be housed in existing structures and will be subject to site plan approval to ensure that all of the criteria found in Policy 5.4.1.2 are met.

Policy 7.1.2 of the Future Land Use Element states that *proposed changes to the zoning map shall be considered in light of the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity.* The facility has legal access to a county maintained road. The use of the site under the proposed special use permit will not impact emergency services, school capacity, or other levels of service within Alachua County. The applicant is seeking, via this request, a special use permit to operate a community resource center within existing structures in the Sugarfoot Subdivision. The applicant will operate this facility within the existing buildings on the site. The property is surrounded by residential development. By locating the proposed use in residential units, the resource center will blend with the existing residential development in the area. County staff has indicated that existing parking is adequate to handle the needs of this proposed use and all other provisions related to the site can be addressed at Development Review.

Unified Land Development Code (ULDC)

Any Special Use Permit is required to demonstrate that it complies with the general criteria identified in **Section 402.124** of the ULDC. These criteria are:

- (a) *the proposed use is consistent with the Comprehensive Plan and ULDC;*
- (b) *the proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;*

Alachua County

Office of Planning and Development Staff Report

(c) the proposed use shall not adversely affect the health, safety, and welfare of the public; and

(d) satisfactory provisions and arrangements have been made concerning the following matters, where applicable:

- 1. ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;*
- 2. off-street parking and loading areas where required, with particular attention to item 1 above;*
- 3. the noise, glare or odor effects of the special exception on surrounding properties;*
- 4. refuse and service areas, with particular reference to location, screening and items 1 and 2 above;*
- 5. Utilities, with reference to location and availability;*
- 6. Screening and buffering with reference to type, dimensions and character;*
- 7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;*
- 8. Required yards and other open space;*
- 9. General compatibility with surrounding properties; and*
- 10. Any special requirements set forth in this ULDC for the particular use involved.*

As described in this Report, and as regulated by the specific conditions proposed in this report, the use is consistent with the Comprehensive Plan and ULDC and is compatible with the existing land use pattern and future land use pattern established by the Comprehensive Plan. Further, the conditions proposed as part of Staff's recommendation will ensure the use does not adversely affect the health, safety, or welfare of the public. No buffering or screening will be needed and signage will comply with the Alachua County Code or the conditions of this special use permit. The site has adequate ingress/egress for both the use proposed as well as for emergency vehicles. Refuse and service areas are adequate to serve the proposed use if this special use permit is approved and will not block or otherwise impede ingress/egress or off-street

Alachua County

Office of Planning and Development Staff Report

parking. Off-street parking exists to serve the proposed facility. The proposed use with the recommended conditions will not create unusual or extreme noise, odor or glare. Adequate utilities exist to serve the proposed facility and the existing buildings are in keeping in character with surrounding development. Adequate off-street parking and sign restrictions will be provided through the conditions proposed by this report.

Staff Recommendation

Staff recommends that ZOS-04-11 be approved with the following conditions and bases.

Conditions

1. The Special Use Permit shall allow for a Government Facility or Building with the following specific permitted uses: Community Resource Center, Health Department Office, Public Park, Sheriff's Office Substation; Voting Precinct; Public Assembly Space, and other similar government activities.
2. Lighting on the site shall be designed and installed to minimize the impact on adjacent property and rights-of-way. Fixtures will be full cut-off luminaries.
3. Indoor hours of operation shall be limited to the hours of 6 a.m. to 10 p.m. Outdoor activities, exclusive of the public park, shall be limited to the hours of 8 a.m. to 8 p.m. Public park hours shall be limited to dawn to dusk and shall be posted.
4. Development of the site that proposes no new additional impervious surface shall only require administrative development plan approval and shall not require review by the Development Review Committee.
5. Parking areas on the site shall provide one handicap space and six standard spaces in each of the existing parking areas. On-street parking shall be allowed on only one side of Southwest 64th Terrace.
6. One sign shall be permitted for each of the existing structures. Signs shall be monument-style signs of no more than six feet of height and a total sign area of 24 square feet per face. Signs shall not be illuminated either internally or externally. Provided signage shall only describe the facility and shall not include changeable copy.

Bases

1. Policy 5.1.1 of the Future Land Use Element (Institutional Uses) states that *Potential locations for major future institutional uses are identified on the Future Land Use Maps. Institutional uses may be allowed in other land use categories designated on the Future Land Use Map, and implemented in accordance with the guidance and policies within this Section 5.0., and within the Comprehensive Plan as a whole.* The proposed use as community resource center is identified in this section of the Future Land Use Element as an institutional use. The location of this facility is appropriate in that it will

Alachua County

Office of Planning and Development Staff Report

be situated in former residential units of the community it will now serve.

2. Policy 5.1.2 of the Future Land Use Element (Institutional Uses) identifies institutional and governmental uses in Alachua County. Specifically, **Policy 5.1.2(b)** states that community services are considered institutional uses. The specific policy language for community service organizations is found in **Policy 5.4.6**. This language states that *Community Service Organizations, such as voluntary organizations and clubs engaged in civic, charitable, and related activities, shall be considered as institutional uses. Special provisions shall be made in the land development regulations to address the unique needs of those uses, including criteria regarding site size, scale, and dimensions, building coverage, parking, buffering, access, clientele, and other impacts. Some activities not typical for residential areas such as the provision of temporary residences, homeless shelters, and community residential homes not otherwise exempted by Florida Statutes may be allowed in the urban cluster through the special use permit process.* New homeless shelters shall be subject to performance criteria regarding site, size, scale, and dimensions, building coverage, parking, buffering, access, and other impacts. Policy 5.4.6 can also be interpreted to include facilities such as the community resource center that is the subject of this request. As such, the request for a special use permit is consistent with this Policy of the Future Land Use Element.

3. Policy 5.2.1 provides location criteria for institutional uses. *The following criteria shall determine the appropriateness of potential institutional locations and uses requiring special use permits shall be demonstrated prior to establishing the institutional use:*

- a. Optimum service area.
- b. Optimum operating size.
- c. Access to clientele.
- d. Compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.
- e. Nature of service provision.
- f. Needs of the clientele.
- g. Availability and adequacy of public infrastructure to serve the particular use.
- h. Preservation and strengthening of community and neighborhood character through design.

Alachua County

Office of Planning and Development Staff Report

i. Consistency with the goals, objectives, and policies of the Conservation and Open Space Element.

The placement of the community resource center in this location is consistent with Policy 5.2.1(a). It will provide education, outreach and health services in an area of demonstrated need. The buildings are of an adequate size to handle the anticipated programs that will be housed in them, consistent with Policy 5.2.1(b)). As these services will be located in existing multi-family structures, there will be compatibility with the surrounding development, consistent with Policy 5.2.1(d). It will provide ready access to its clientele (the residents of the Sugarfoot area as well as other Alachua County residents) consistent with 5.2.1(c) and will directly address the needs of these residents by providing education, healthcare and outreach (5.2.1(f)). As shown in the LOS portion of the staff report, public infrastructure is adequate to serve these facilities (5.2.1(g) and the neighborhood character will be retained through the reuse of existing structures in the subdivision (5.2.1(h)). Lastly, the proposal will provide developed open space for the residents, consistent with the Conservation and Open Space Element (5.2.1(i)).

4.Policy 5.4.1 states that *Civic and government facilities, including future branch libraries, should be located on transit routes, in activity centers, village centers, or near other community services to ensure accessibility.* The proposed facility is located near RTS transit route and is readily accessible by the residents of the Sugarfoot area as well as Alachua County residents in general. **Policy 5.4.1.2** states that *civic and government facilities may be permitted in all land use categories designated on the Future Land Use Map through the special use permit process, subject to performance criteria regarding site, size, scale and dimensions, building coverage, parking, buffering, access and other impacts.* The applicant (Alachua County) is seeking a special use permit for this proposed facility. The facility will be housed in existing structures and will be subject to site plan approval to ensure that all of the criteria found in Policy 5.4.1.2 are met.

5.Policy 7.1.2 of the Future Land Use Element states that *proposed changes to the zoning map shall be considered in light of the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity.* The facility has legal access to a county maintained road. The use of the site under the proposed special use permit will not impact emergency services, school capacity, or other levels of service within Alachua County. The applicant is seeking, via this request, a special use permit to operate a community resource center within existing structures in the Sugarfoot Subdivision. The applicant will operate this facility within the existing buildings on the site. The property is surrounded by residential development. By locating the proposed use in residential units, the resource center will blend with the existing residential development in the

Alachua County

Office of Planning and Development Staff Report

area. County staff has indicated that existing parking is adequate to handle the needs of this proposed use and all other provisions related to the site can be addressed at Development Review.

Unified Land Development Code (ULDC)

Any Special Use Permit is required to demonstrate that it complies with the general criteria identified in **Section 402.124** of the ULDC. These criteria are:

- (a) the proposed use is consistent with the Comprehensive Plan and ULDC;*
- (b) the proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;*
- (c) the proposed use shall not adversely affect the health, safety, and welfare of the public; and*
- (d) satisfactory provisions and arrangements have been made concerning the following matters, where applicable:*

1. ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;

2. off-street parking and loading areas where required, with particular attention to item 1 above;

3. the noise, glare or odor effects of the special exception on surrounding properties;

4. refuse and service areas, with particular reference to location, screening and items 1 and 2 above;

5. Utilities, with reference to location and availability;

6. Screening and buffering with reference to type, dimensions and character;

7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;

8. Required yards and other open space;

9. General compatibility with surrounding properties; and

Alachua County

Office of Planning and Development Staff Report

10. Any special requirements set forth in this ULDC for the particular use involved.

As described in this Report, and as regulated by the specific conditions proposed in this report, the use is consistent with the Comprehensive Plan and ULDC and is compatible with the existing land use pattern and future land use pattern established by the Comprehensive Plan. Further, the conditions proposed as part of Staff's recommendation will ensure the use does not adversely affect the health, safety, or welfare of the public. No buffering or screening will be needed and signage will comply with the Alachua County Code or the conditions of this special use permit. The site has adequate ingress/egress for both the use proposed as well as for emergency vehicles. Refuse and service areas are adequate to serve the proposed use if this special use permit is approved and will not block or otherwise impede ingress/egress or off-street parking. Off-street parking exists to serve the proposed facility. The proposed use with the recommended conditions will not create unusual or extreme noise, odor or glare. Adequate utilities exist to serve the proposed facility and the existing buildings are in keeping in character with surrounding development. Adequate off-street parking and sign restrictions will be provided through the conditions proposed by this report.

Exhibit 2 - Staff and Agency Comments

Department of Environmental Protection: No comment

Department of Public Works: No comment

Alachua County Public Safety: No comment

Traffic/Concurrency: The proposed special use permit will not cause LOS standards found in the plan to be exceeded. Concurrency will be reviewed during the development plan review process.

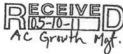
PLEASE WRITE LEGIBLY/USE DARK INK

RETURN THIS PORTION

Comments: We are against the proposal because it will increase the terrible traffic on the SW 20th Avenue. There was increasing accidents at the corner of 20th Ave and the 61st, recently. Also, it will increase and bring more trouble-making people to the already tough subdivision. If possible, please add a traffic light at the corner of SW 20 and 61st. Thanks for considerations.

SIGNED: David Aue

APPLICATION #ZOS-04-11



06675-020-005
HAO & XUE W/H
2022 SW 75TH TER
GAINESVILLE FL 32607



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

ZONING APPLICATION

For Rezoning (except Planned Developments) and Special Use Permits and Special Exceptions (including Minor SUP's and SE's).

GENERAL INFORMATION (BY APPLICANT/ AGENT)

Applicant/Agent: Alachua County BoCC Contact Person: Chris Dawson, ACIP, Planner
Address: 10 SW 2nd Avenue Gainesville, FL 32601 Phone: (352) 374 - 5249
Email address: cdawson@alachuacounty.us

SUBJECT PROPERTY DESCRIPTION

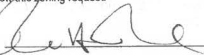
Property Owner: Alachua County BoCC Property Address: 807 & 817 SW 64th Terrace
City: Gainesville State: FL Zip: 32607 Phone: () -
Tax Parcel #: 6675 - 11 - 10/14 Section: 09 Township: 10 Range: 19 Grant:
Total Acreage: +/- 0.75 Zoning: R-2a Land Use: Residential High Density

TYPE OF REQUEST

☐ Rezoning From: To:
☒ Special Use Permit For: Government Facility or Building
☐ Minor Special Use Permit For:
☐ Special Exception For:
☐ Minor Special Exception For:

CERTIFICATION

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I hereby grant the appropriate County personnel permission to enter the subject property during reasonable hours so that they may investigate and review this zoning request.

Signature of Applicant/Agent: 

Date: 3/22/11

Applications shall be submitted no later than 4:00 PM on the submittal deadline date



REQUIRED ATTACHMENTS

The following items must accompany your application at the time of submittal. No applications will be accepted without these attachments. Please submit the application fee, check made payable to Alachua County Board of County Commissioners, one paper copy and one digital copy of the following:

- ☒ Proof of neighborhood workshop, where applicable.
- ☒ Legal description.
- ☒ Property Owner's Affidavit, notarized.
- ☒ Proof of payment of taxes on all parcels.
- ☒ Detailed directions to the site.
- ☒ Detailed description of request and an explanation of why the request is consistent with the County's Comprehensive Plan and Unified Land Development Code.
- ☒ Survey or scaled drawing of property showing boundaries of property and adjacent properties, roads, easements, and all structures on site.
- ☒ Proposed site plans, no larger than 11" by 17", for all Special Use Permits, Special Exceptions, and Rezonings to RM or RM-1. Site plans should display the following:
 - ☒ Property boundaries and dimensions.
 - ☒ Existing and proposed buildings, additions, or structures, with distances from the property boundaries shown.
 - ☒ Streets, sidewalks, drives, parking and loading areas, and similar features.
 - ☒ Proposed landscape plan, if applicable.
- ☒ Environmental Resources Checklist, conducted by a qualified professional (certain requests may require a more extensive natural resources assessment).
- ☐ Additional requirements (listed separately) for Special Use Permits for Mining Operations, Excavation and Fill Operations, and for Personal Wireless Services Facilities.
- ☐ Other _____
Planning staff reserves the right to require additional information for all applications where such submission is necessary to insure compliance with applicable criteria in the individual case.
- ☒ A digital copy of each of the above, in either Microsoft Word or Adobe PDF format.

Alachua County Tax Collector

generated on 3/7/2011 2:54:23 PM EST

Tax Record

Last Update: 3/7/2011 2:54:22 PM EST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
06675-011-010	REAL ESTATE	2010
Mailing Address LEWIS STEVEN & PATRICIA 16207 NW 92ND TER ALACHUA FL 32615		Physical Address 816 SW 64TH TER GEO Number 09-10-19-06675011010
Exempt Amount	Taxable Value	
See Below	See Below	
Exemption Detail NO EXEMPTIONS Legal Description 816 SW 64TH TER SUGARFOOT OAKS UNIT 3 PB K-91 LOT 10 OR 3786/0835	Millage Code 0400	Escrow Code 600000
Ad Valorem Taxes		
Taxing Authority	Rate	Assessed Value Exemption Amount Taxable Value Amount
BOARD OF COUNTY COMMISSIONERS		
CNTY GENERAL	8.3763	82,200 0 \$82,200 \$688.53
CNTY DEBT LL	0.2500	82,200 0 \$82,200 \$20.55
ALACHUA CNTY LIBRARY DISTRICT		
LIBRARY GENERAL	1.3638	82,200 0 \$82,200 \$112.10
LIBRARY BONDS	0.1098	82,200 0 \$82,200 \$9.03
SCHOOL BOARD OF ALACHUA COUNTY		
SCHL GENERAL	5.4840	82,200 0 \$82,200 \$450.78
SCHL DISCRNRY & CN	0.9980	82,200 0 \$82,200 \$82.04
SCHL BOND 5	0.3750	82,200 0 \$82,200 \$30.83
SCHOOL VOTED	1.0000	82,200 0 \$82,200 \$82.20
SCHL CAP26 PROJECT	1.2500	82,200 0 \$82,200 \$102.75
ST JOHNS RIVER WATER MGT DISTR	0.4158	82,200 0 \$82,200 \$34.18
MUNICIPAL SERVICES TAXING UNIT		
UNINCORP. SERVICES	0.4124	82,200 0 \$82,200 \$33.90
SHERIFF LAW ENFORCE	1.6710	82,200 0 \$82,200 \$137.36
FIRE PROTECTION SERV	1.3391	82,200 0 \$82,200 \$110.07
Total Millage	23.0452	Total Taxes \$1,894.32
Non-Ad Valorem Assessments		
Code	Levying Authority	Amount
R264	REFUSE URBAN (352) 338-3233	\$530.70
R710	SOLID WASTE MANAGEMENT	\$34.26
E420	NBHD PRESERVATION	\$120.00

3/7/2011

Alachua County Tax Collector

Total Assessments		\$684.96
Taxes & Assessments		\$2,579.28
If Paid By	Amount Due	
	\$0.00	

Date Paid	Transaction	Receipt	Year	Amount Paid
11/20/2010	PAYMENT	9024068.0001	2010	\$2,476.11

Prior Year Taxes Due	
NO DELINQUENT TAXES	

generated on 3/7/2011 2:55:34 PM EST

The information contained herein does not constitute a title search and should not be relied on as such.

...governmax.com/.../tab_collect_mvpta...

3/7/2011

Alachua County Tax Collector

Total Assessments		\$1,369.92
Taxes & Assessments		\$3,102.93
If Paid By	Amount Due	
	\$0.00	

Date Paid	Transaction	Receipt	Year	Amount Paid
11/20/2010	PAYMENT	9024072.0001	2010	\$2,978.81

Prior Year Taxes Due	
NO DELINQUENT TAXES	

3/7/2011

Alachua County Tax Collector

Alachua County Tax Collector

generated on 3/7/2011 2:56:51 PM EST

Tax Record

Last Update: 3/7/2011 2:56:50 PM EST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
06675-011-013	REAL ESTATE	2010
Mailing Address SUGARFOOT OAKS CEDAR RIDGE PRE 1320 SW 61ST TER GAINESVILLE FL 32607		Physical Address 817 SW 64TH TER GEO Number 09-10-19-06675011013
Exempt Amount	Taxable Value	
See Below	See Below	
Exemption Detail	Millage Code	Escrow Code
NO EXEMPTIONS	0400	
Legal Description 817 SW 64TH TER SUGARFOOT OAKS UNIT 3 PB K-91 LOT 13 PB K-91 LOT 13 OR 3766/ 0407		
Ad Valorem Taxes		
Taxing Authority	Rate	Assessed Value
BOARD OF COUNTY COMMISSIONERS		Exemption Amount
CNTY GENERAL	8.3763	13,200
CNTY DEBT LL	0.2500	13,200
ALACHUA CNTY LIBRARY DISTRICT		Taxable Value
LIBRARY GENERAL	1.3638	13,200
LIBRARY BONDS	0.1098	13,200
SCHOOL BOARD OF ALACHUA COUNTY		Amount
SCHL GENERAL	5.4840	13,200
SCHL DISCRNRY & CN	0.9980	13,200
SCHL BOND 5	0.3750	13,200
SCHOOL VOTED	1.0000	13,200
SCHL CAP26 PROJECT	1.2500	13,200
ST JOHNS RIVER WATER MGT DISTR	0.4158	13,200
MUNICIPAL SERVICES TAXING UNIT		
UNINCORP. SERVICES	0.4124	13,200
SHERIFF LAW ENFORCE	1.6710	13,200
FIRE PROTECTION SERV	1.3391	13,200
Total Millage		23.0452
Total Taxes		\$304.20
Non-Ad Valorem Assessments		
Code	Levying Authority	Amount

3/7/2011

Alachua County Tax Collector

		Total Assessments	\$0.00
		Taxes & Assessments	\$304.20
		If Paid By	Amount Due
			\$0.00

Date Paid	Transaction	Receipt	Year	Amount Paid
2/4/2011	PAYMENT	1041014.0001	2010	\$301.16

Prior Year Taxes Due	
NO DELINQUENT TAXES	

Alachua County Board of County Commissioners

Southwest Community Resource Center

Special Use Permit Report

Contents

Statement of Purpose	1
Consistency with Chapter 402 Article 18 Special Use Permits	2
Level of Service Analysis	6
Proposed Conditions.....	7
Appendix A: Directions to Site	1
Appendix B: Legal Description	1
Appendix C: Environmental Assessment Report	1

Table of Figures

Figure 1. Location of Subject Property.....	1
Figure 2. Aerial Map of Project Site	3

Statement of Purpose

Alachua County is proposing a Special Use Permit for property located at 807 and 816 Southwest 64th Terrace. The Special Use Permit would allow for the establishment of a Community Resource Center on Tax Parcels 06675-011-010, 06675-011-012 and 06675-011-013. Located within the Sugarfoot Oaks neighborhood, the facility would redevelop two existing quadplex housing units along with minor site improvements. These two units would be renovated to allow for a community center to be utilized by non-profit organizations and for a satellite facility for the Alachua County Health Department. Additionally, the site will provide a community park and other upgrades to the surrounding pedestrian network. The Alachua County Comprehensive Plan and Unified Land Development Code (ULDC) require that a Special Use Permit be approved for these uses on this site.

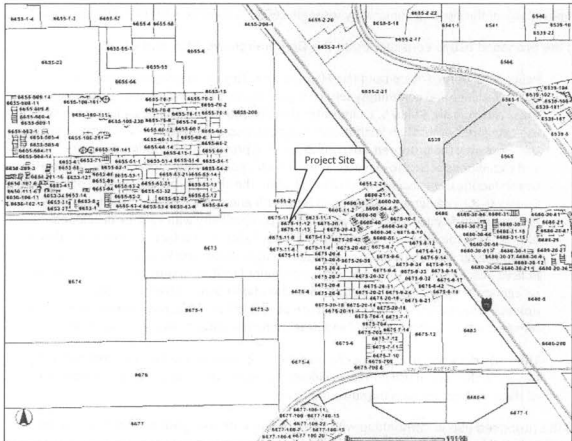


Figure 1. Location of Subject Property

The site was acquired by Alachua County in March 2011 for the purpose of locating a Community Resource Center. The facility, to be developed in conjunction with the Southwest Advocacy Group (SWAG) is intended to support a variety of community-oriented programs. In addition, the facility will allow for the development of a satellite facility of the Alachua County Health Department. The facility will utilize the existing quad-plex buildings on the site. The buildings will be renovated to provide the necessary facilities for each of the uses. Each of the buildings is approximately 3,200 square feet. The site also includes a vacant lot that is to be used as a community park.

Consistency with Chapter 402 Article 18 Special Use Permits

Section 402.124 of the ULDC establishes criteria for approval of Special Use Permits. The proposed use of the site as a community resource center is consistent in the following ways:

(a) the proposed use is consistent with the Comprehensive Plan and ULDC;

Policy 5.1.2 of the Future Land Use Element identifies community services such as health facilities and community service organizations as institutional or governmental uses. Additionally, Policy 5.1.1 indicates that institutional uses may be located in land use categories other than Institutional in accordance with Section 5.0 of the Future Land Use Element. The proposed site is considered to provide for an optimum service area and expeditious access to clientele in the area for community education, outreach and health facilities, consistent with Policy 5.2.1(a). The site is located in an area of the County that has a demonstrated need for health and public services. The use of the existing multi-family structures will allow for compatibility with existing developed properties in the area, consistent with Policy 5.2.1(d). The subject property is within the Urban Cluster and is served by centralized Potable Water and Sanitary Sewer systems. Policy 5.4.1.2 indicates that civic and government facilities may be located in all land use categories designated on the Future Land Use map subject to the special use permit process. This application for a special use permit satisfies that requirement by providing for specific performance criteria and development standards as outlined below.

The ULDC does not propose specific standards for government facilities and buildings. However, the special use permit will identify specific standards to ensure compatibility of the proposed use with the surrounding area.

(b) the proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;

Surrounding land uses are existing multi-family dwellings in the Residential High Density Future Land Use Designation. To the northeast of the subject property is vacant land with Residential High Density Future Land Use, and to the west are properties with

Residential Medium Density Future Land developed as a mobile home park. A single property with Commercial Future Land Use and being used as a child care facility is located to the north of the subject properties. The development of a community resource center in this area will be compatible with the surrounding developed properties.

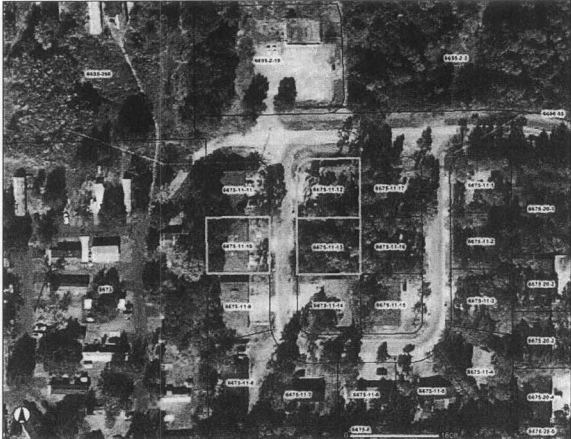


Figure 2. Aerial Map of Project Site

- (c) the proposed use shall not adversely affect the health, safety, and welfare of the public; and

Rather than adversely affecting the health, safety, and welfare of the public, the SWCRC will provide a location for programs that will better the lives of residents in the area. In addition, the proposed satellite health center facility will provide medical resources to the surrounding population in area that has little in the way of health clinics.

(d) satisfactory provisions and arrangements have been made concerning the following matters, where applicable:

1. ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;

The site is located on Southwest 64th Terrace, a local road, immediately off the future Southwest 8th Avenue. Each of the proposed facilities will access Southwest 64th Terrace. Part of the improvements intended for the facility would include a new sidewalk along Southwest 64th Terrace on the same side as Community Resource Center. There is currently no sidewalk along Southwest 64th Terrace on either side. The existing roadway is wide enough to accommodate vehicular traffic as well as on-street bike circulation. Marked on-street parking may be utilized as part of any future development plan. As part of a subdivision with multiple access points, traffic can easily be routed to accommodate emergency operations.

2. off-street parking and loading areas where required, with particular attention to item 1 above;

Off-street parking will be located in the existing parking areas proximate to each of the two buildings. After the inclusion of a handicap-accessible parking space, each of the two lots will be able to accommodate seven parking spaces. Off-street parking will be augmented by the availability of on-street parking on Southwest 64th Terrace.

3. the noise, glare or odor effects of the special use permit on surrounding properties;

The use of the site for the Southwest Community Resource Center will not generate noise, glare or odor impacts on the surrounding properties. With the exception of the park, activities will generally take place indoors. Indoor activities will generally occur in between the hours of 6 a.m. and 10 p.m. The park hours will be limited to dawn to dusk to ensure that use of the park does not impact surrounding properties. Hours of operation for the Health Department facility will generally be limited to normal business hours of 8 a.m. to 5 p.m. However, the facility may be open slightly earlier or late to accommodate the needs of clients and for special events. Although security lighting will be provided for the facilities and for the park, lights will be designed to minimize glare on adjacent properties. The facility will use full cut-off light fixtures to direct light toward the ground.

4. refuse and service areas, with particular reference to location, screening and items 1 and 2 above;

Refuse generation will be similar to a single-family residence. Specific location of trash receptacles will be defined during the development plan review process.

5. Utilities, with reference to location and availability;

Both existing buildings on the site are served by existing public sanitary sewer and potable water. The facilities will continue to be served by these utilities. As the site has existing, developed structures, all other utilities will continue to be provided as they are now. No utility upgrades are anticipated to serve the needs of the development.

6. Screening and buffering with reference to type, dimensions and character;

The subject properties will continue to function much as single family homes do. In physical characteristics, there will be not additional building mass or bulk to screen from adjacent properties. The existing parking facilities, similar to surrounding properties, will be used for both facilities. No additional buffering or screening is proposed for the facility.

7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;

Signage may be proposed for the site. Where signs are installed, Condition # provides guidance for the types of signs allowed. Signs are required to be monument style signs, no greater than 6 feet in height with a maximum square footage of 24 square feet for the copy. A maximum of two signs may be installed, one for each of the buildings. No wall signs, other than directional signage, shall be allowed on the buildings.

Limited exterior lighting will be located on the site. Lighting will be limited to safely navigate the site. Proposed Condition 2 of this special use permit addresses lighting on the site.

8. Required yards and other open space;

The existing buildings will be utilized. Therefore, required yards shall be those existing yards identified on the survey include with the application. The subject properties do not contain any of the listed primary open space areas in Section 407.53 of the ULDC. The public park, which comprises approximately 1/3 of the total site area, meets the requirements of Section 407.54(b)1 as a Community Green Space and will serve as the Open Space for the development.

9. General compatibility with surrounding properties; and

The subject property will remain architecturally compatible with the surrounding properties by utilizing existing or similar style buildings. Hours of operation will mirror those of the existing homes in the area.

10. Any special requirements set forth in this ULDC for the particular use involved.

No use-specific standards are defined in the ULDC for fire-rescue stations.

Level of Service Analysis

The site will utilize on-site septic and water systems. There will be no impact on local levels of service for these facilities.

As there will be no increase in residences from the proposed application, the facility will have no impact on recreation facilities in the County.

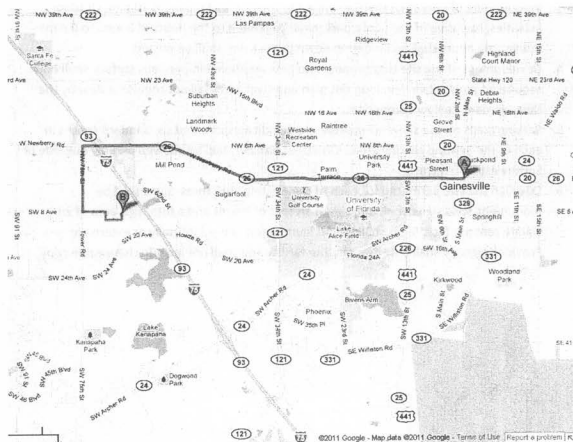
Solid waste from the site will be similar to the previous use. The proposed change will not impact the County's level of service for solid waste.

Proposed Conditions

1. The Special Use Permit shall allow for a Government Facility or Building with the following specific permitted uses: Community Resource Center, Health Department Office, Public Park, Sheriff's Office Substation; Voting Precinct; Public Assembly Space, and other similar government activities.
2. Lighting on the site shall be designed and installed to minimize the impact on adjacent property and rights-of-way. Fixtures will be full cut-off luminaries.
3. Indoor hours of operation shall be limited to the hours of 6 a.m. to 10 p.m. Outdoor activities, exclusive of the public park, shall be limited to the hours of 8 a.m. to 8 p.m. Public park hours shall be limited to dawn to dusk and shall be posted.
4. Development of the site that proposes no new additional impervious surface shall only require administrative development plan approval and shall not require review by the Development Review Committee.
5. Parking areas on the site shall provide one handicap space and six standard spaces in each of the existing parking areas. On-street parking shall be allowed on only one side of Southwest 64th Terrace.
6. One sign shall be permitted for each of the existing structures. Signs shall be monument-style signs of no more than six feet of height and a total sign area of 24 square feet per face. Signs shall not be illuminated either internally or externally. Provided signage shall only describe the facility and shall not include changeable copy.

Appendix A: Directions to Site

Beginning at the intersection of University Avenue and Main Street in downtown Gainesville, Florida, go west on University Avenue approximately 2.9 miles to West 34th Street. Turn left and proceed approximately 1.2 miles to Southwest 20th Avenue. Turn right and proceed approximately 2.2 miles to Southwest 61st Street. Turn right and proceed approximately 0.5 mile to Southwest 64th Terrace. 807 is the first building on the left. The property also includes the vacant lot immediately south of that and the second building on the right (816).



Appendix B: Legal Description

SUGARFOOT OAKS UNIT 3 PB K-91 LOTS 10, 12, & 13

Appendix C: Environmental Assessment Report

Parcel # 06675-011-010, 06675-011-012, and 06675-011-013
Southwest Community Resource Center

March 28, 2011

Surface Waters (ponds, lakes, streams, springs, etc.)

Not applicable - There are no surface waters within the project boundary.

Wetlands

Not applicable - There are not wetlands located within the project boundary.

Surface Water or Wetland Buffers

Not applicable - There are no surface waters or wetland buffers within the project boundary.

Floodplains (100-year)

Not applicable - There are no floodplains delineated on the property according to the FEMA FIRM 2006 flood zone map.

Special Area Study Resource Protection Areas (Cross Creek, Idylwild/Serenola, etc)

Not applicable - The project is not located within a Special Area Study Resource Protection Area

Strategic Ecosystems (within or adjacent to mapped areas)

Not applicable - There are no strategic ecosystems located within or adjacent to the property.

Significant Habitat (biologically diverse natural areas)

Parcel 06675-011-13 is currently undeveloped and is almost completely forested. However, this area is cut-off from any other natural areas and is only approximately ¼-acre in size.

Listed Species/Listed Species Habitats (FNAI S1, S2, & S3; State or Federally E, T, SSC)

There are no animal burrows on the site. Based on the Florida Fish & Wildlife Conservation Commission (FFWCC) 2008 Eagle Nest Registry there are no known bald eagle nests within two miles of the project site. There are no Florida Natural Area Inventory (FNAI) element occurrences on or near the property. No listed species were observed on the site.

Recreation/Conservation/Preservation Lands

The site is not adjacent to any recreation, conservation or preservation lands.

Significant Geological Features (caves, springs, sinkholes, etc.)

Not applicable - There are no significant geologic features within the project boundary.

High Aquifer Recharge Areas

The parcel is located within the "Vulnerable" category as identified in Conservation and Open Space Elements "Alachua County Floridan Aquifer High Recharge Area" Map. It is also located within a Stream-to-Sink Basin. The site is currently developed. No additional impervious areas are proposed for the site.

Wellfield Protection Areas

Not applicable – The site is not within a wellfield protection area.

Wells

Not applicable – There are no wells located on the site. The site is served by existing centralized potable water.

Soils

The following soil types are present within the project boundary.

Arredondo fine sand, 0 to 5 percent slopes, well drained. Suitable for dwellings without basements.

Arredondo-Urban land complex, 0 to 5 percent slopes, well drained. Suitable for dwellings without basements

Based on soil characteristics and extent, there do not seem to be any conditions that would impede the proposed use.

Mineral Resource Areas

Not applicable – The site is not within a mineral resource area.

Topography/Steep Slopes

Not applicable – The site is currently developed. Each of the lots is graded level.

Historical and Paleontological Resources

Based on the Florida Department of State, Division of Historical Resources, Master Site File, there are no known archeological sites within the project boundary though the property appears never to have been subjected to a professional subsurface survey.

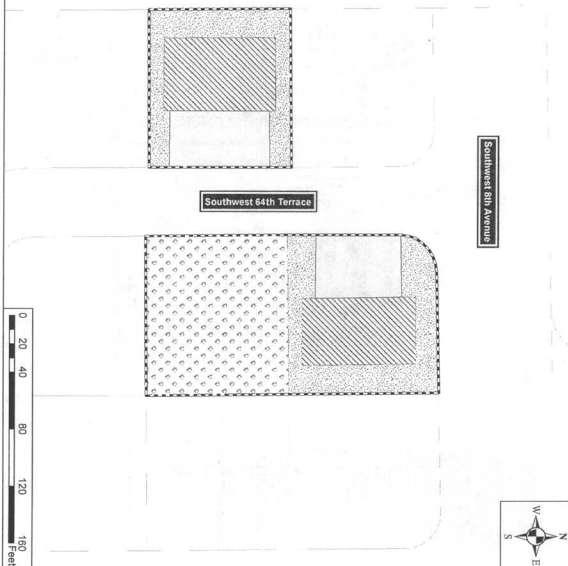
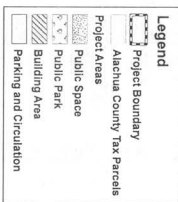
Hazardous Materials Storage Facilities

Not applicable – There are no hazardous materials storage facilities located on the property, and none are proposed with this use.

Contamination (soil, surface water, ground water)

Not applicable – According to the Florida Department of Environmental Protection, there are not Petroleum Cleanup Sites or Other Waste Cleanup Sites in the vicinity of the subject property.

1. The Special Use Permit shall allow for a Government Facility or Building with the following specific permitted uses: Community Resource Center, Health Department Office, Public Park, Sheriff's Office Substation, Voting Precinct, Public Assembly Space, and other similar government activities.
2. Lighting on the site shall be designed and installed to minimize the impact on adjacent property and right-of-way. Fixtures will be full cut-off luminaires.
3. Outdoor hours of operation shall be limited to the hours of 8 a.m. to 10 p.m. hours of 8 p.m. to 10 p.m. Public park hours shall be limited to dawn to dusk and shall be posted.
4. Development of the site that proposes no new additional improvements shall only require administrative development plan approval and shall not require review by the Development Review Committee.
5. Parking areas on the site shall provide one handicap space and six standard spaces in each of the existing parking areas. On-street parking shall be allowed on only one side of Southwest 64th Terrace.
6. One sign shall be permitted for each of the existing structures. Signs shall be monument style signs of no more than 36 feet of height and a total sign area of 4 square feet per face. Signs shall not be illuminated either internally or externally. Provided signage shall only describe the facility and shall not include directional copy.



Alachua County Southwest Community Resource Center Special Use Permit

LEGAL DESCRIPTION

SUGARFOOT OAKS UNIT NO. 3

SITUATED IN SECTION 9, TOWNSHIP 10 SOUTH,
RANGE 19 EAST, ALACHUA COUNTY, FLORIDA



DEDICATION

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

STATE OF ALACHUA, COUNTY OF ALACHUA

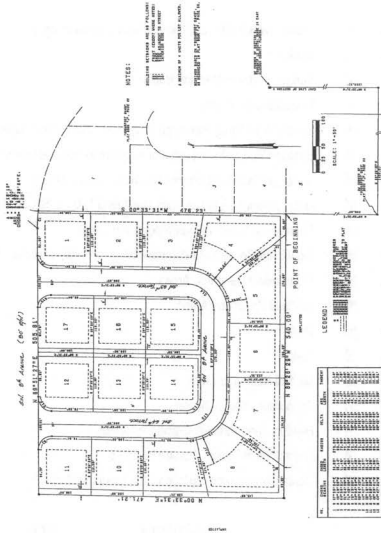
I, _____, Clerk of said Court, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

CERTIFICATE OF SURVEYOR

I, _____, a duly licensed Surveyor for the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

CERTIFICATE OF APPROVAL FOR ALACHUA COUNTY

I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.



LEGEND:

NO.	DESCRIPTION	AREA	PERCENT
1	LOT 1	1.00	5.56
2	LOT 2	1.00	5.56
3	LOT 3	1.00	5.56
4	LOT 4	1.00	5.56
5	LOT 5	1.00	5.56
6	LOT 6	1.00	5.56
7	LOT 7	1.00	5.56
8	LOT 8	1.00	5.56
9	LOT 9	1.00	5.56
10	LOT 10	1.00	5.56
11	LOT 11	1.00	5.56
12	LOT 12	1.00	5.56
13	LOT 13	1.00	5.56
14	LOT 14	1.00	5.56
15	LOT 15	1.00	5.56
16	LOT 16	1.00	5.56
17	LOT 17	1.00	5.56
18	LOT 18	1.00	5.56
19	LOT 19	1.00	5.56
20	LOT 20	1.00	5.56
21	LOT 21	1.00	5.56
22	LOT 22	1.00	5.56
23	LOT 23	1.00	5.56
24	LOT 24	1.00	5.56
25	LOT 25	1.00	5.56
26	LOT 26	1.00	5.56
27	LOT 27	1.00	5.56
28	LOT 28	1.00	5.56
29	LOT 29	1.00	5.56
30	LOT 30	1.00	5.56
31	LOT 31	1.00	5.56
32	LOT 32	1.00	5.56
33	LOT 33	1.00	5.56
34	LOT 34	1.00	5.56
35	LOT 35	1.00	5.56
36	LOT 36	1.00	5.56
37	LOT 37	1.00	5.56
38	LOT 38	1.00	5.56
39	LOT 39	1.00	5.56
40	LOT 40	1.00	5.56
41	LOT 41	1.00	5.56
42	LOT 42	1.00	5.56
43	LOT 43	1.00	5.56
44	LOT 44	1.00	5.56
45	LOT 45	1.00	5.56
46	LOT 46	1.00	5.56
47	LOT 47	1.00	5.56
48	LOT 48	1.00	5.56
49	LOT 49	1.00	5.56
50	LOT 50	1.00	5.56
51	LOT 51	1.00	5.56
52	LOT 52	1.00	5.56
53	LOT 53	1.00	5.56
54	LOT 54	1.00	5.56
55	LOT 55	1.00	5.56
56	LOT 56	1.00	5.56
57	LOT 57	1.00	5.56
58	LOT 58	1.00	5.56
59	LOT 59	1.00	5.56
60	LOT 60	1.00	5.56
61	LOT 61	1.00	5.56
62	LOT 62	1.00	5.56
63	LOT 63	1.00	5.56
64	LOT 64	1.00	5.56
65	LOT 65	1.00	5.56
66	LOT 66	1.00	5.56
67	LOT 67	1.00	5.56
68	LOT 68	1.00	5.56
69	LOT 69	1.00	5.56
70	LOT 70	1.00	5.56
71	LOT 71	1.00	5.56
72	LOT 72	1.00	5.56
73	LOT 73	1.00	5.56
74	LOT 74	1.00	5.56
75	LOT 75	1.00	5.56
76	LOT 76	1.00	5.56
77	LOT 77	1.00	5.56
78	LOT 78	1.00	5.56
79	LOT 79	1.00	5.56
80	LOT 80	1.00	5.56
81	LOT 81	1.00	5.56
82	LOT 82	1.00	5.56
83	LOT 83	1.00	5.56
84	LOT 84	1.00	5.56
85	LOT 85	1.00	5.56
86	LOT 86	1.00	5.56
87	LOT 87	1.00	5.56
88	LOT 88	1.00	5.56
89	LOT 89	1.00	5.56
90	LOT 90	1.00	5.56
91	LOT 91	1.00	5.56
92	LOT 92	1.00	5.56
93	LOT 93	1.00	5.56
94	LOT 94	1.00	5.56
95	LOT 95	1.00	5.56
96	LOT 96	1.00	5.56
97	LOT 97	1.00	5.56
98	LOT 98	1.00	5.56
99	LOT 99	1.00	5.56
100	LOT 100	1.00	5.56



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit to:
Development Services Division

ENVIRONMENTAL RESOURCES ASSESSMENT CHECKLIST

Pursuant to Alachua County Comprehensive Plan 2002, as amended, Conservation Open Space Element Policy 3.4.1, applications for land use change, zoning change, and development approval shall be required to submit an inventory of natural resource information. The inventory shall include site specific identification, analysis and mapping of each resource present on or adjacent to the site. The identification and analysis shall indicate information sources consulted.

Natural Resources Checklist:

Check "Yes" for each resource or resource characteristic identified and discuss and provide supporting material.

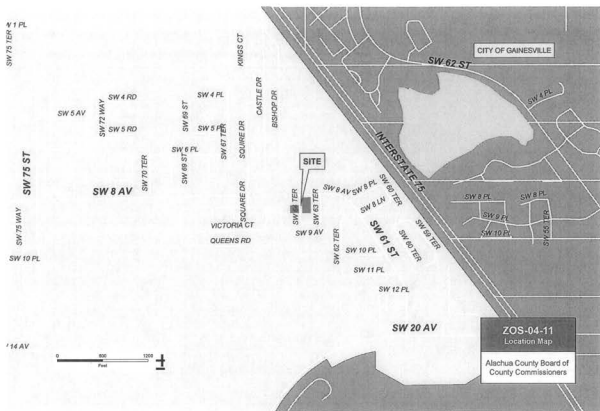
Check "N/A" for each resource or resource characteristic not present or otherwise relevant to the application.

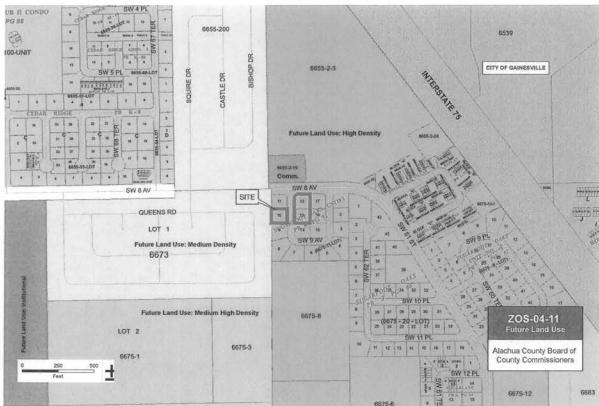
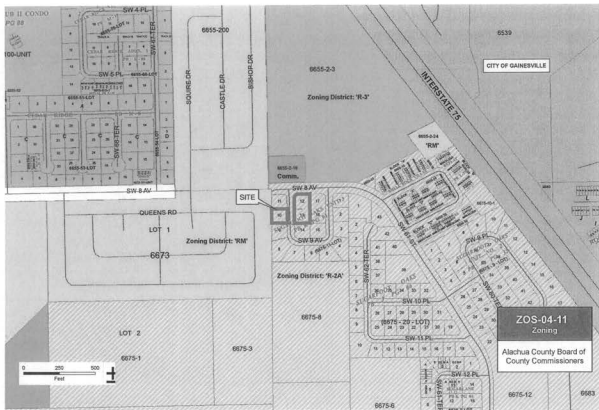
- | | | | | |
|-----|--------------------------|-----|-------------------------------------|--|
| Yes | ☐ | N/A | ☒ | Surface Waters (ponds, lakes, streams, springs, etc.) |
| Yes | ☐ | N/A | ☒ | Wetlands |
| Yes | ☐ | N/A | ☒ | Surface Water or Wetland Buffers |
| Yes | ☐ | N/A | ☒ | Floodplains (100-year) |
| Yes | ☐ | N/A | ☒ | Special Area Study Resource Protection Areas (Cross Creek, Idylwild/Serenola, etc) |
| Yes | ☐ | N/A | ☒ | Strategic Ecosystems (within or adjacent to mapped areas) |
| Yes | ☐ | N/A | ☒ | Significant Habitat (biologically diverse natural areas) |
| Yes | ☐ | N/A | ☒ | Listed Species/Listed Species Habitats (FNAI S1, S2, & S3; State or Federally E, T, SSC) |
| Yes | ☐ | N/A | ☒ | Recreation/Conservation/Preservation Lands |
| Yes | ☐ | N/A | ☒ | Significant Geological Features (caves, springs, sinkholes, etc.) |
| Yes | ☐ | N/A | ☒ | High Aquifer Recharge Areas |
| Yes | ☐ | N/A | ☒ | Wellfield Protection Areas |
| Yes | ☐ | N/A | ☒ | Wells |
| Yes | ☐ | N/A | ☒ | Soils |
| Yes | ☐ | N/A | ☒ | Mineral Resource Areas |
| Yes | ☐ | N/A | ☒ | Topography/Steep Slopes |
| Yes | ☐ | N/A | ☒ | Historical and Paleontological Resources |
| Yes | ☐ | N/A | ☒ | Hazardous Materials Storage Facilities |
| Yes | ☐ | N/A | ☒ | Contamination (soil, surface water, ground water) |

SIGNED: _____ PROJECT # _____ DATE: _____

For assistance please visit the Alachua County Environmental Protection Department (ACEPD) website at <http://www.alachuacounty.us/government/depts/epd/natural/devchecklist.aspx> or contact ACEPD at (352) 264-6800. (version 5/20/05)







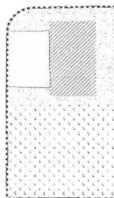
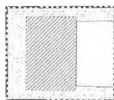


1. The Special Use Permit shall allow for a Government facility to building with the following specific permitted uses: Community Center or Center, Health Department Office, Public Park, County Office Services, Voting Precinct, Public Assembly Space, and other similar governmental facilities.
2. Landscaping and site shall be designed and installed to minimize the impact on adjacent property and rights of way. Failures will be held as off-limits.
3. Season hours of operation shall be limited to the hours of 8 a.m. to 10 p.m. Outdoor activities, exclusive of the public park, shall be limited to the hours of 8 a.m. to 8 p.m. Public park hours shall be limited to dawn to dusk and double park.
4. Development of the site shall require additional improvement and shall not reduce revenue to the San Diego County Government.
5. Parking areas on the site shall provide one parking space and its standard space for each of the existing parking area. The existing parking shall be without an only location of "Bicycle" or "Bicycle" area.
6. One sign shall be provided for each of the existing structures. Signs shall be mounted on the right side of the main building and its height shall be 24 square feet per sign. Signs shall be illuminated with an intensity of 100,000 foot-candles. Signs shall only describe the facility and shall not include any other information.



Encinitas Blvd. Avenue

Encinitas Blvd. Avenue



Legend

- Project Boundary
- Alachua County Tax Parcels
- Project Areas
- Public Space
- Public Park
- Building Area
- Parking and Circulation

0 20 40 80 120 160 Feet

Applicant Request

- The request is for a special use permit to allow a community resource center in a R-2a (multi-family residential) district. The permit, if approved, would be housed in existing residential units and would provide community-based activities such as after school youth programs, community educational programs for youth and adults as well as family-oriented social programs.

Staff Recommendation

- Staff recommendation is for approval of the special use permit request with the conditions and bases as noted in the staff report.

Bases for Approval

- The application is consistent with the institutional policies found in the Comprehensive Plan as well as the Plan as a whole. The project will utilize existing structures and is in keeping with the character of the area. The proposed site provides readily available mass transit and will not adversely impact public infrastructure. In addition, the request meets the criteria for approval of a special use permit as found in Chapter 402.124 of the ULDC.

June 14, 2011 Regular BoCC Meeting
Agenda Item #31

Title

ZOM-04-11: A request to rezone from AP (Administrative/Professional) district to BP (Business/Professional) district on approximately 1.4 acres (Amended)

Amount

N/A

Description

A request by James Meehan, agent, for Newberry Hills Office, owners, to rezone from 'AP' (Administrative/Professional) district to 'BP' (Business/Professional) district on approximately 1.4 acres located at 7731-7733 West Newberry Road on Tax Parcel Numbers 06656-010-001; 06656-010-002; 06656-010-003 and 06656-020-001.

Recommendation

Staff recommends that the Board hear the item and adopt Resolution Z-11-08 approving the requested zoning change.

Alternative(s)

Do not adopt Resolution Z-11-08

Requested By

Gerald Brewington (374-5249)

Originating Department

Growth Management

Attachment(s) Description

1) Staff Powerpoint Presentation 2) Staff Report 3) Resolution Z-11-08 4) Background Materials 5) Citizen Comments

Documents Requiring Action

Resolution Z-11-08

Executive Summary

The request is to rezone approximately 1.4 acres on Newberry Road from AP (Administrative/Professional) district to BP (Business/Professional) district.

Background

This request is concurrent with CPA-07-11, a request for a small scale land use amendment from Office/Residential land use to Office land use. The BP zoning district, if adopted, would allow a variety of office uses including personal services. The site is presently developed.

Issues

The BP zoning district allows additional permitted uses beyond those presently permitted in the AP zoning district.

Fiscal Recommendation

NA

Fiscal Alternative(s)

NA

Funding Sources

NA

Account Code(s)

NA

Attachment: Background Materials 2.pdf

Attachment: Background Materials 1.pdf

Attachment: Background Materials 3.pdf

Attachment: CPA0711 and ZOM0411 Powerpoint Presentation.pdf

Attachment: CPA0711 and ZOM0411 Staff Report.pdf

Attachment: Public Comment ZOM0411.pdf

Attachment: Resolution for ZOM0411.pdf

RESOLUTION Z-11-08

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA TO REZONE FROM 'AP' (ADMINISTRATIVE/PROFESSIONAL) DISTRICT TO 'BP' (BUSINESS/PROFESSIONAL) DISTRICT ON APPROXIMATELY 1.4 ACRES LOCATED AT 7731-7733 WEST NEWBERRY ROAD ON TAX PARCEL NUMBERS 06656-010-001; 06656-010-002; 06656-010-003 AND 06656-020-001

WHEREAS, Zoning Application ZOM-04-11 has been duly filed and was considered by the Alachua County Planning Commission at its regular meeting of May 18, 2011; and,

WHEREAS, the Alachua County Board of County Commissioners considered the item at its regular meeting of June 14, 2011;

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

Zoning Application ZOM-04-11, a request by James Meehan, agent, for Newberry Hills Office, owners, to rezone from 'AP' (Administrative/Professional) district to 'BP' (Business/Professional) district on approximately 1.4 acres located at 7731-7733 West Newberry Road on Tax Parcel Numbers 06656-010-001; 06656-010-002; 06656-010-003 and 06656-020-001, as summarized in Exhibit A in this resolution, is hereby approved with the following bases:

Bases

1. Policy 3.3.1 of the Future Land Use Element states that *New commercial development shall meet all of the requirements for adequate facilities based on the level of service standards adopted in this plan for roads, potable water and sanitary sewer, solid waste, and stormwater facilities and the concurrency provisions of this Plan.* The amendment of the land use from office/residential to office will not introduce new commercial development. The office land use permits those non-residential office uses found in the BP zoning district without the provision for residential development. The Office/Residential land use category, on the other hand, anticipates residential development and is more appropriately implemented by the AP zoning district, with its limited and less intense office uses. The site is developed with existing office uses. The change of the zoning district from AP to BP will not introduce uses more intense than those office uses presently housed on the property. Facilities are adequate to serve the development, consistent with this policy of the Future Land Use Element.

2. Policy 3.3.2 states that *In addition to the facilities for which level of service standards are adopted as part of the concurrency management system of this plan, other facilities that shall be adequate to serve new commercial development include:*

- a. *fire, police, and emergency medical protection;*
- b. *local streets;*
- c. *pedestrian facilities and bikeways.*

As indicated in the LOS section of the report and in comments from County staff, fire, police, fire and EMS protection are adequate to serve this site, which has an existing office complex. All other facilities such as pedestrian facilities and bikeways already exist and will not be impacted by the proposed land use or zoning changes.

3. Policy 3.9 of the Future Land Use Element states that *An Office land use category shall be established for individual offices or office parks to provide for professional and business services, exclusive of retail trade. Office uses are unique because of the need to have accessibility to both residential and other commercial uses. Their special trade area characteristics require office uses to have additional policies and standards.* The proposed amendment of the land use on this parcel to Office is consistent with Policy 3.9 in that it establishes an office land use for this office park, which does provide business and professional services such as a massage clinic, dentist, accountant and other similar uses. The change in zoning from AP to BP is contingent upon the land use change being approved. However, such a zoning change is consistent with the Plan in that the BP zoning district specifically implements the Office Land Use designation.

4. Policy 3.9.1 of the Future Land Use Element states that *Office uses shall only be located in areas designated for commercial development, Low, Medium, or High Activity Centers, village centers, planned developments, Transit Oriented Developments, or traditional neighborhood developments, rural employment centers, or rural clusters.*

- a. *Office uses shall be grouped within compact areas to discourage disruption to residential areas.*
1. *Office uses should not be located between properties designated for development at low or medium density on the Future Land Use Map, except when designed as part of a Transit Oriented Development or Traditional Neighborhood Development.*
2. *The land development regulations shall specify appropriate buffers or transitional development and design practices, when office uses are permitted adjacent to residential development or other uses.*
- b. *Office uses are appropriate in areas planned for high density residential use along major arterials served by public mass transportation.*

The Newberry Hills Office Complex is located within the Oaks Mall Activity Center, consistent with Policy 3.9.1. The parcel is adjacent to, but not between parcels with a low or medium density residential land use designation. An existing buffer is in place between Newberry Hills and the adjoining residential subdivision. In addition, the office complex abuts the retention area/open space of the adjoining residential community. The Newberry Hills Complex is located on Newberry Road and public mass transportation is available nearby (RTS Route 75).

5. Policy 7.1.2 of the Future Land Use Element states that *proposed changes to the zoning map shall be considered in light of the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity.* The amendment of the land use from office/residential to office will not introduce new commercial development. The office land use permits those non-residential office uses found in the BP zoning district without the provision for residential development. The Office/Residential land use category, on the other hand, anticipates residential development and is more appropriately implemented by the AP zoning district, with its limited and less intense office uses. Facilities are adequate to serve the development, consistent with this policy of the Future Land Use Element.

6. The proposed zoning change from AP to BP district is consistent with both the Comprehensive Plan and the ULDC. Both zoning districts implement the Commercial policies of the Plan. If approved, the BP zoning district will allow for expanded uses such as personal services presently not allowed in the AP district. Personal services (e.g. massage therapy) do not present any greater impact to the surrounding area than the professional services permitted in the AP district. Neither district allows commercial retail sales or similar uses and the BP zoning, if approved, will not introduce incompatible uses into the area. The maximum intensity use in the BP district is a bank. Such a use does generate more traffic than those office uses described previously, but is in keeping with the commercial character of the Oaks Mall Activity Center. The BP zoning, if approved, will enable the applicant to have a wider range of office uses (such as personal services) permitted for the Newberry Hills Office Complex.

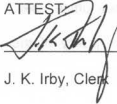
This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 14th day in June, A.D., 2011.

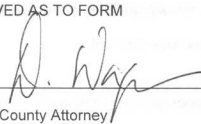
BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: 

Lee Pinkoson, Chair

ATTEST: 
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney

DEPARTMENT APPROVAL

AS TO CORRECTNESS

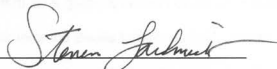

Department of Growth Management
Authorized Designee

EXHIBIT A

PARCEL TWO

A PARCEL OF LAND LOCATED IN SECTION 5, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a found Florida Department of Transportation nail and plate marking the Northeast corner of Section 5, Township 10 South, Range 19 East and the centerline intersection of State Road 26 and N.W. 75th Street, thence South $00^{\circ} 10' 56''$ West along the East line of said Section 5 and the centerline of N.W. 75th Street a distance of 50.00 feet to a point marking the intersection of said centerline with the South right-of-way line of State Road 26, thence North $89^{\circ} 32' 34''$ West along said right-of-way line a distance of 676.55 feet to a found rebar and cap (#2678), thence South $00^{\circ} 10' 41''$ West a distance of 338.01 feet to a found railroad spike, thence North $89^{\circ} 32' 29''$ West a distance of 233.62 feet to the Point of Beginning, thence continue North $09^{\circ} 32' 29''$ West a distance of 185.00 feet to a found concrete monument (#2678) marking the Southwest corner of this parcel, thence North $00^{\circ} 20' 38''$ East along the West line of said property a distance of 338.00 feet to a found rebar and cap (#2678) marking the intersection of the South right-of-way line of State Road 26, thence South $89^{\circ} 32' 34''$ East along said right-of-way line a distance of 185.00 feet, thence South $00^{\circ} 20' 38''$ West a distance of 338.00 feet to the Point of Beginning, containing 1.44 acres more or less.

Alachua County

Office of Planning and Development Staff Report

Application Number: CPA-07-11/ZOM-04-11

Staff Contact: Jerry Brewington, Sr. Planner 352-374-5249

Planning Commission

Hearing Date: May 18, 2011

Board of County Commissioners

Hearing Date: June 14, 2011

SUBJECT: CPA-07-11: A request for a small scale land use amendment from office residential to office

ZOM-04-11: A request to rezone from AP (Administrative Professional) district to BP (Business/Professional) district

APPLICANT/AGENT: James Meehan

PROPERTY OWNER: Newberry Hills Office Condominium Assoc.

PROPERTY DESCRIPTION: Location: 7731-7733 West Newberry Road
Parcel Numbers: 6656-10-1
Section/Township/Range: 5-10-19
Land Use: Office Residential
Zoning: AP (Administrative/Professional) district
Existing Use: Offices
Acreage: 1.4

PREVIOUS REQUESTS: None

ZONING VIOLATION HISTORY: There are currently no violations on the site.

STAFF RECOMMENDATION: Staff recommends that the Board hear and approve the small scale land use amendment (CPA-07-11) with the bases as noted in the staff report. Should the land use change be approved, staff then recommends that the Board hear and approve the request for a change in zoning (ZOM-04-11) from AP (Administrative/Professional) to BP (Business/Professional) district with the bases as noted in the staff report.

PC RECOMMENDATION: Approval of both items with the bases as noted in the staff report (8-0)

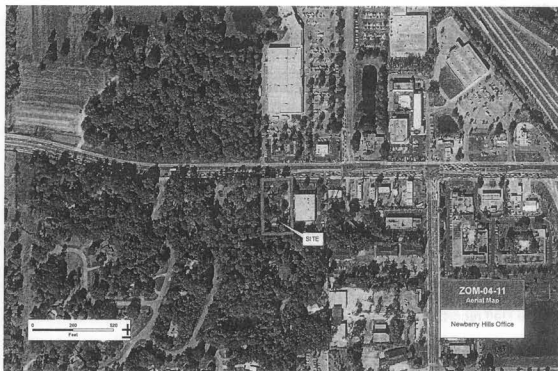
Alachua County

Office of Planning and Development Staff Report

Analysis of Request

Background

The applicant is requesting a small scale land use amendment as well as a concurrent rezoning request. The land use amendment (from office/residential to office) reflects the non-residential nature of the property as offices. This will also allow for the follow-up rezoning request by the applicant from AP (Administrative/Professional) district to BP (Business/Professional) district. The BP district, if approved, would allow for a wider range of permitted uses on the site. The site is fully developed and the request, if approved, will result in no new development on the property. The proposed rezoning would also allow existing uses on the site, presently not permitted in the AP zoning district, to become conforming uses within the BP zoning category.



Aerial View of Subject Property

Alachua County

Office of Planning and Development Staff Report

Levels of Service

The Alachua County Comprehensive Plan Capital Improvement Element requires that the public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of Level of Service Compliance (CLSC) be a condition of all final development orders. 'Concurrent' shall mean that all adopted levels of service (LOS) standards shall be maintained or achieved within a specified timeframe. Per **Policy 1.2.4** of the Capital Improvements Element of the Alachua County Comprehensive Plan, LOS standards have been adopted for various types of public facilities.

Traffic

The proposed land use and rezoning changes, if approved, will not produce additional traffic at this site. The property has existing development. Any new development would be required to undergo site plan review.

Mass Transit

Policy 1.2.4 (F) states that the minimum LOS for 24 hour ambulatory and wheelchair service (24 hour basis) is 8 vehicles. ATC/Intelitran is providing 24 hour ambulatory and wheelchair service to the site at the minimum LOS standard. The site is served by regular bus service from the Regional Transit System (RTS).

Water and Sewer

The site is served by central water and sewer service.

Drainage

Policy 1.2.4 (D) states that the minimum drainage LOS standard for residential development requires a floor elevation of one (1) foot above the 100-year/24-hour storm elevation. Any development at this site will be required to meet this standard at the time of final DRC approval.

Emergency Services

Policy 1.2.5 (A) states that the LOS standard for fire services within the rural area is as follows:

- Initial unit response within 12 minutes for 80% of all responses within 12 months.
- Fire protection service level of ISO (Insurance Service Office) Class Protection less than 10.
- Development shall provide adequate water supply for fire suppression and protection and fire service compliant fire connections.

Alachua County

Office of Planning and Development Staff Report

Any development at this site will be required to meet this standard at the time of development plan approval.

Solid Waste

Policy 1.2.4 (C) states that the minimum level of service standard for solid waste disposal used for determining the availability of disposal capacity to accommodate demand generated by existing and new development, at a minimum, shall be 0.73 tons per person per year. Any development at this site will be required to meet these minimum LOS standards as part of development plan approval.

Public Schools

There will be no impact to public schools if this request is approved.

Recreation

Recreation levels of service as provided in the Plan will not be impacted by this request.

Comprehensive Plan and ULDC Consistency

Following is staff analysis of the consistency of this application with Alachua County Comprehensive Plan and the Unified Land Development Code.

Future Land Use Element

Policy 3.3.1 of the Future Land Use Element states that *New commercial development shall meet all of the requirements for adequate facilities based on the level of service standards adopted in this plan for roads, potable water and sanitary sewer, solid waste, and stormwater facilities and the concurrency provisions of this Plan.* The amendment of the land use from office/residential to office will not introduce new commercial development. The office land use permits those non-residential office uses found in the BP zoning district without the provision for residential development. The Office/Residential land use category, on the other hand, anticipates residential development and is more appropriately implemented by the AP zoning district, with its limited and less intense office uses. The site is developed with existing office uses. The change of the zoning district from AP to BP will not introduce uses more intense than those office uses presently housed on the property. Facilities are adequate to serve the development, consistent with this policy of the Future Land Use Element.

Policy 3.3.2 states that *In addition to the facilities for which level of service standards are adopted as part of the concurrency management system of this plan, other facilities that shall be adequate to serve new commercial development include:*

- a. *fire, police, and emergency medical protection;*

Alachua County

Office of Planning and Development Staff Report

- b. *local streets;*
- c. *pedestrian facilities and bikeways.*

As indicated in the LOS section of the report and in comments from County staff, fire, police, fire and EMS protection are adequate to serve this site, which has an existing office complex. All other facilities such as pedestrian facilities and bikeways already exist and will not be impacted by the proposed land use or zoning changes.

Policy 3.9 of the Future Land Use Element states that *An Office land use category shall be established for individual offices or office parks to provide for professional and business services, exclusive of retail trade. Office uses are unique because of the need to have accessibility to both residential and other commercial uses. Their special trade area characteristics require office uses to have additional policies and standards.* The proposed amendment of the land use on this parcel to Office is consistent with Policy 3.9 in that it establishes an office land use for this office park, which does provide business and professional services such as a massage clinic, dentist, accountant and other similar uses. The change in zoning from AP to BP is contingent upon the land use change being approved. However, such a zoning change is consistent with the Plan in that the BP zoning district specifically implements the Office Land Use designation.

Policy 3.9.1 of the Future Land Use Element states that *Office uses shall only be located in areas designated for commercial development, Low, Medium, or High Activity Centers, village centers, planned developments, Transit Oriented Developments, or traditional neighborhood developments, rural employment centers, or rural clusters.*

- a. *Office uses shall be grouped within compact areas to discourage disruption to residential areas.*
 - 1. *Office uses should not be located between properties designated for development at low or medium density on the Future Land Use Map, except when designed as part of a Transit Oriented Development or Traditional Neighborhood Development.*
 - 2. *The land development regulations shall specify appropriate buffers or transitional development and design practices, when office uses are permitted adjacent to residential development or other uses.*
- b. *Office uses are appropriate in areas planned for high density residential use along major arterials served by public mass transportation.*

The Newberry Hills Office Complex is located within the Oaks Mall Activity Center,

Alachua County

Office of Planning and Development Staff Report

consistent with Policy 3.9.1. The parcel is adjacent to, but not between parcels with a low or medium density residential land use designation. An existing buffer is in place between Newberry Hills and the adjoining residential subdivision. In addition, the office complex abuts the retention area/open space of the adjoining residential community. The Newberry Hills Complex is located on Newberry Road and public mass transportation is available nearby (RTS Route 75).

Changes to the Zoning Map

Policy 7.1.2 of the Future Land Use Element states that *proposed changes to the zoning map shall be considered in light of the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity.* The amendment of the land use from office/residential to office will not introduce new commercial development. The office land use permits those non-residential office uses found in the BP zoning district without the provision for residential development. The Office/Residential land use category, on the other hand, anticipates residential development and is more appropriately implemented by the AP zoning district, with its limited and less intense office uses. Facilities are adequate to serve the development, consistent with this policy of the Future Land Use Element.

ULDC Chapter 403.11

The proposed zoning change from AP to BP district is consistent with both the Comprehensive Plan and the ULDC. Both zoning districts implement the Commercial policies of the Plan. If approved, the BP zoning district will allow for expanded uses such as personal services presently not allowed in the AP district. Personal services (e.g. massage therapy) do not present any greater impact to the surrounding area than the professional services permitted in the AP district. Neither district allows commercial retail sales or similar uses and the BP zoning, if approved, will not introduce incompatible uses into the area. The maximum intensity use in the BP district is a bank. Such a use does generate more traffic than those office uses described previously, but is in keeping with the commercial character of the Oaks Mall Activity Center. The BP zoning, if approved, will enable the applicant to have a wider range of office uses (such as personal services) permitted for the Newberry Hills Office Complex.

Staff Recommendation

Alachua County

Office of Planning and Development Staff Report

Staff recommends that the Board convene as the LPA (Local Planning Agency) to hear and approve CPA-07-11 with the bases as noted in the staff report. Should the land use change be approved, staff then recommends that the Board reconvene to hear and approve the request for a change in zoning from AP (Administrative/Professional) to BP (Business/Professional) district with the bases as noted in the staff report.

Bases

1. Policy 3.3.1 of the Future Land Use Element states that *New commercial development shall meet all of the requirements for adequate facilities based on the level of service standards adopted in this plan for roads, potable water and sanitary sewer, solid waste, and stormwater facilities and the concurrency provisions of this Plan.* The amendment of the land use from office/residential to office will not introduce new commercial development. The office land use permits those non-residential office uses found in the BP zoning district without the provision for residential development. The Office/Residential land use category, on the other hand, anticipates residential development and is more appropriately implemented by the AP zoning district, with its limited and less intense office uses. The site is developed with existing office uses. The change of the zoning district from AP to BP will not introduce uses more intense than those office uses presently housed on the property. Facilities are adequate to serve the development, consistent with this policy of the Future Land Use Element.

2. Policy 3.3.2 states that *In addition to the facilities for which level of service standards are adopted as part of the concurrency management system of this plan, other facilities that shall be adequate to serve new commercial development include:*

- a. *fire, police, and emergency medical protection;*
- b. *local streets;*
- c. *pedestrian facilities and bikeways.*

As indicated in the LOS section of the report and in comments from County staff, fire, police, fire and EMS protection are adequate to serve this site, which has an existing office complex. All other facilities such as pedestrian facilities and bikeways already exist and will not be impacted by the proposed land use or zoning changes.

3. Policy 3.9 of the Future Land Use Element states that *An Office land use category shall be established for individual offices or office parks to provide for professional and business services, exclusive of retail trade. Office uses are unique because of the need to have accessibility to both residential and other commercial uses. Their special trade area characteristics require office uses to have additional policies and standards.* The proposed amendment of the land use on this parcel to Office is consistent with Policy 3.9 in that it

Alachua County

Office of Planning and Development Staff Report

establishes an office land use for this office park, which does provide business and professional services such as a massage clinic, dentist, accountant and other similar uses. The change in zoning from AP to BP is contingent upon the land use change being approved. However, such a zoning change is consistent with the Plan in that the BP zoning district specifically implements the Office Land Use designation.

4.Policy 3.9.1 of the Future Land Use Element states that *Office uses shall only be located in areas designated for commercial development, Low, Medium, or High Activity Centers, village centers, planned developments, Transit Oriented Developments, or traditional neighborhood developments, rural employment centers, or rural clusters.*

- a. *Office uses shall be grouped within compact areas to discourage disruption to residential areas.*
 - 1. *Office uses should not be located between properties designated for development at low or medium density on the Future Land Use Map, except when designed as part of a Transit Oriented Development or Traditional Neighborhood Development.*
 - 2. *The land development regulations shall specify appropriate buffers or transitional development and design practices, when office uses are permitted adjacent to residential development or other uses.*
- b. *Office uses are appropriate in areas planned for high density residential use along major arterials served by public mass transportation.*

The Newberry Hills Office Complex is located within the Oaks Mall Activity Center, consistent with Policy 3.9.1. The parcel is adjacent to, but not between parcels with a low or medium density residential land use designation. An existing buffer is in place between Newberry Hills and the adjoining residential subdivision. In addition, the office complex abuts the retention area/open space of the adjoining residential community. The Newberry Hills Complex is located on Newberry Road and public mass transportation is available nearby (RTS Route 75).

5.Policy 7.1.2 of the Future Land Use Element states that *proposed changes to the zoning map shall be considered in light of the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity.* The amendment of the land use from office/residential to office will not introduce new commercial development. The office land use permits those non-residential office uses found in the BP zoning district without the provision for residential development. The Office/Residential land use category, on the other hand, anticipates residential development and is more appropriately implemented by the AP zoning district,

Alachua County

Office of Planning and Development Staff Report

with its limited and less intense office uses. Facilities are adequate to serve the development, consistent with this policy of the Future Land Use Element.

6. The proposed zoning change from AP to BP district is consistent with both the Comprehensive Plan and the ULDC. Both zoning districts implement the Commercial policies of the Plan. If approved, the BP zoning district will allow for expanded uses such as personal services presently not allowed in the AP district. Personal services (e.g. massage therapy) do not present any greater impact to the surrounding area than the professional services permitted in the AP district. Neither district allows commercial retail sales or similar uses and the BP zoning, if approved, will not introduce incompatible uses into the area. The maximum intensity use in the BP district is a bank. Such a use does generate more traffic than those office uses described previously, but is in keeping with the commercial character of the Oaks Mall Activity Center. The BP zoning, if approved, will enable the applicant to have a wider range of office uses (such as personal services) permitted for the Newberry Hills Office Complex.

Exhibit 2 - Staff and Agency Comments

Department of Environmental Protection: No comment

Department of Public Works: No comment

Alachua County Public Safety: No comment

Traffic/Concurrency: The proposed land use and rezoning changes, if approved, will not produce additional traffic at this site. The property has existing development. Any new development would be required to undergo site plan review.



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

COMPREHENSIVE PLAN AMENDMENT APPLICATION

GENERAL INFORMATION (BY APPLICANT/ AGENT)

Applicant/Agent: JAMES MEEHAN Contact Person: JAMES MEEHAN
Address: 1221 SW 96th St, Gainesville 32607 Phone: (352) 215-2548
Email address: JJMEEHANJR@YAHOO.COM

SUBJECT PROPERTY DESCRIPTION

Property Owner: NEWBERRY HILL OFFICE Property Address: 2731-7733 West Newberry Rd
CONDOMINIUM ASSOC.
City: GAINESVILLE State: FL Zip: 32607 Phone: (352) 486-3822
Tax Parcel #: 06656-010-001 Section: 5 Township: 10 Range: 19 Grant: _____
Total Acreage: 1.4 AC Zoning: AP Land Use: RP

TYPE OF REQUEST

- ☒ Small-Scale Map Amendment From: RP To: BP
☐ Large-Scale Map Amendment From: _____ To: _____
☐ Text Amendment For: _____

CERTIFICATION

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I hereby grant the appropriate County personnel permission to enter the subject property during reasonable hours so that they may investigate and review this zoning request.

Signature of Applicant/Agent: *James Meehan*

Date: 3/28/11

Applications shall be submitted no later than 4:00 PM on the submittal deadline date

TAX PARCEL # 06656-010-002
06656-010-003
06656-020-001



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

REQUIRED ATTACHMENTS

The following items must accompany your application at the time of submittal. No applications will be accepted without these attachments. Please submit the application fee, check made payable to Alachua County Board of County Commissioners, one paper copy and one digital copy of the following:

Small-Scale Map Amendments

- ☒ Proof of neighborhood workshop
- ☒ Legal description
- ☒ Property Owner's Affidavit, notarized
- ☒ Proof of payment of taxes on all parcels
- ☒ Detailed directions to the site
- ☒ Detailed description of request and an explanation of the reason for the requested amendment
- ☒ Survey or scaled drawing of property showing boundaries of property and adjacent properties, roads, easements, and all structures on site
- ☒ Written analysis of consistency with the relevant policies of the Comprehensive Plan, including the activity center policies, where applicable
- ☐ Market Study, where applicable. The market study shall identify a market area for the location of the proposed amendment. It shall document the need for the uses allowed by the proposed amendment through an analysis of factors in the market area, including population projections, existing uses, and zoning and future land use designation of undeveloped areas.
- ☐ Environmental Resources Checklist, conducted by a qualified professional (certain requests may require a more extensive natural resources assessment)

N/A

N/A

Large-Scale Map Amendments

In addition to the above requirements for a small-scale map amendment, the following:

- ☐ Facilities Impact Study, describing the impact of the proposed amendment on public facilities and services. All service areas shall be noted as well as current availability, capacity, demand, and level of service. The effect of the amendment on the demand and level of service shall be indicated based on professionally accepted and documented methodologies. All improvements or new facilities planned by the County or other entities that may have an impact on the amendment shall be discussed.

Text Amendments

- ☐ Detailed description of request and an explanation of the reason for the requested amendment, including any proposed new text or changes to existing text.



Alachua County, Board of County Commissioners
 Department of Growth Management
 10 SW 2nd Ave., Gainesville, FL 32601
 Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
 Development Services Division

ZONING APPLICATION

For Rezoning (except Planned Developments) and Special Use Permits and Special Exceptions (including Minor SUP's and SE's).

GENERAL INFORMATION (BY APPLICANT/ AGENT)

Applicant/Agent: JAMES MEEHAN Contact Person: JAMES MEEHAN
 Address: 1221 SW 96th St. Gainesville, FL 32607 Phone: (352) 215-2548
 Email address: JJMEEHAN@YAHOO.COM

SUBJECT PROPERTY DESCRIPTION

Property Owner: NEWBERRY Hill's OFFICE Property Address: 7731-7733 W 1st Newberry Rd
CONDOMINIUM ASSN.
 City: GAINESVILLE State: FL Zip: 32607 Phone: (352) 486-3822
 Tax Parcel #: 06656 - 010 - 001 Section: 5 Township: 10 Range: 19 Grant: _____
 Total Acreage: 1.4 AC Zoning: AP Land Use: RP

TYPE OF REQUEST

☐ Rezoning From: AP To: BP
☐ Special Use Permit For: _____
☐ Minor Special Use Permit For: _____
☐ Special Exception For: _____
☐ Minor Special Exception For: _____

CERTIFICATION

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I hereby grant the appropriate County personnel permission to enter the subject property during reasonable hours so that they may investigate and review this zoning request.

Signature of Applicant/Agent: James Meehan

Date: 3/28/11

Applications shall be submitted no later than 4:00 PM on the submittal deadline date

Tax Parcel # 06656 - 010 - 002
06656 - 010 - 003
06656 - 020 - 001



REQUIRED ATTACHMENTS

The following items must accompany your application at the time of submittal. No applications will be accepted without these attachments. Please submit the application fee, check made payable to Alachua County Board of County Commissioners, one paper copy and one digital copy of the following:

- ☒ Proof of neighborhood workshop, where applicable.
- ☒ Legal description.
- ☒ Property Owner's Affidavit, notarized.
- ☒ Proof of payment of taxes on all parcels.
- ☒ Detailed directions to the site.
- ☒ Detailed description of request and an explanation of why the request is consistent with the County's Comprehensive Plan and Unified Land Development Code.
- ☒ Survey or scaled drawing of property showing boundaries of property and adjacent properties, roads, easements, and all structures on site.
- ☒ Proposed site plans, no larger than 11" by 17", for all Special Use Permits, Special Exceptions, and Rezonings to RM or RM-1. Site plans should display the following:
 - ☒ Property boundaries and dimensions.
 - ☒ Existing and proposed buildings, additions, or structures, with distances from the property boundaries shown.
 - ☒ Streets, sidewalks, drives, parking and loading areas, and similar features.
 - ☒ Proposed landscape plan, if applicable.
- ☒ Environmental Resources Checklist, conducted by a qualified professional (certain requests may require a more extensive natural resources assessment).
- ☐ Additional requirements (listed separately) for Special Use Permits for Mining Operations, Excavation and Fill Operations, and for Personal Wireless Services Facilities.
- ☐ Other _____
Planning staff reserves the right to require additional information for all applications where such submission is necessary to insure compliance with applicable criteria in the individual case.
- ☒ A digital copy of each of the above, in either Microsoft Word or Adobe PDF format.

MINUTES

EMERGENCY BOARD MEETING
NEWBERRY HILLS OFFICE CONDOMINIUM
ASSOCIATION, INC.

March 7, 2011

Pursuant to a notice duly sent, the Emergency Board Meeting of Newberry Hills Office Condominium Association, Inc. was held on March 7, 2011 at 12:00pm at 7731-B1, Gainesville, Florida. The following board members were present at the meeting: Antonio Sylvia, Aubrey Rogers and Dianne Busch. Also present at the meeting was Roxanne Gore with University Management, Inc. and Jim Meehan, Engineer.

The Board Meeting was called to order at 12:05pm by President Antonio Sylvia.

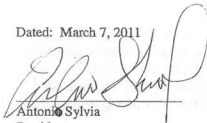
A correction was made to the Notice of Meeting; notice was printed as changing zoning from "BP" to "AP" and should have read "AP" to "BP".

It was a unanimous decision to change the zoning of the Association property. The Board also agreed to look into the possibility of changing the zoning to "BH" with the west side of the property along the block wall being declared a "Conservation Area".

If the zoning change is approved by the county, the Board voted to have a Special Assessment for the fees involved.

With no further business before the Board the meeting was adjourned at 12:50pm.

Dated: March 7, 2011



Antonio Sylvia
President



Aubrey Rogers
Vice President

James J. Meehan P.E.
1221 SW 96th Street
Gainesville, Fl. 32607
(352) 215-2548, FAX (352) 332-0431

**Land Use and Zoning Amendment for Newberry Hills
Location - 7731-7733 West Newberry Rd (SR 26)**

1. Gainesville Sun Advertisement proof and receipt has been provided
2. Boundary Survey, with legal has been provided
3. Property owner affidavit has been provided
4. Proof of taxes paid has been provided for all four parcels
5. Directions to site - 7731-7733 West Newberry Road, immediately west from Pep Boys
6. Description of request: This request is for a change in zoning from AP to BP for the existing Newberry Hills Office Park. Change will require a Land Use Amendment as well. The site is existing. No changes to the buildings, parking etc. are being requested. The purpose of the request is to change the zoning to allow for the existing uses which have been in place for some time, specifically, personal services. AP allows professional services but not personal services.
7. The approved site plan (approved and constructed in 2/94) is included along with the boundary survey.
8. Consistency with Comprehensive Plan -
Policy 3.2.2-Commercial development shall provide adequate buffering or transitional development and design practices, to adequately integrate the development along the edges of the different land uses. **Existing office use is located between residential development (Sunningdale S/D) and retail (Pep Boys). Existing site has 50 ft buffer along west side with 6 ft block wall along property line.**

Policy 3.9.1 a.2.- The land development regulations shall specify appropriate buffers or transitional development and design practices, when office uses are permitted adjacent to residential development or other uses. **Same as for Policy 3.2.2**
9. Market study - existing site and uses
10. Environmental - existing site no changes are requested. Exotics in exiting 50' buffer are to be removed.

11. Facilities impact - As site and uses are existing, no impacts on public facilities or services is expected.

James M. Miller

Alachua County Tax Collector

generated on 3/27/2011 8:35:28 PM EDT

Tax Record

Last Update: 3/27/2011 8:35:27 PM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
06656-010-001	REAL ESTATE	2010			
Mailing Address TOUCH OF HEAVEN INC 11151 NE 123RD PL ARCHER FL 32618 Physical Address 7733 W NEWBERRY RD GEO Number 05-10-19-06656010001					
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail NO EXEMPTIONS	Millage Code 0400	Escrow Code			
Legal Description 7733 W NEWBERRY RD NEWBERRY HILL PHASE 1 CONDO BOOK 3 PG 5 BLDG B UNIT B1 & UNDIV INT IN COMMON ELEMENTS DEED APPEARS IN ERROR OR 2445/1145					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Amount
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.3763	242,600	0	\$242,600	\$2,032.09
CNTY DEBT LL	0.2500	242,600	0	\$242,600	\$60.65
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.3638	242,600	0	\$242,600	\$330.86
LIBRARY BONDS	0.1098	242,600	0	\$242,600	\$26.64
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL GENERAL	5.4840	242,600	0	\$242,600	\$1,330.42
SCHL DISCRNRY & CN	0.9980	242,600	0	\$242,600	\$242.11
SCHL BOND 5	0.3750	242,600	0	\$242,600	\$90.98
SCHOOL VOTED	1.0000	242,600	0	\$242,600	\$242.60
SCHL CAP26 PROJECT	1.2500	242,600	0	\$242,600	\$303.25
ST JOHNS RIVER WATER MGT DISTR	0.4158	242,600	0	\$242,600	\$100.87

MUNICIPAL SERVICES TAXING UNIT					
UNINCORP. SERVICES	0.4124	242,600	0	\$242,600	\$100.04
SHERIFF LAW ENFORCE	1.6710	242,600	0	\$242,600	\$405.39
FIRE PROTECTION SERV	1.3391	242,600	0	\$242,600	\$324.87

Total Millage	23.0452	Total Taxes	\$5,590.77
----------------------	----------------	--------------------	-------------------

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
R802	SOLID WASTE MANAGEMENT	\$36.44

Total Assessments	\$36.44
--------------------------	----------------

Taxes & Assessments	\$5,627.21
---------------------	------------

If Paid By	Amount Due
	\$0.00

Date Paid	Transaction	Receipt	Year	Amount Paid
1/26/2011	PAYMENT	3025866.0001	2010	\$5,514.67

Prior Year Taxes Due

NO DELINQUENT TAXES

Alachua County Tax Collector

generated on 3/27/2011 8:37:24 PM EDT

Tax Record

Last Update: 3/27/2011 8:37:23 PM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
06656-010-002	REAL ESTATE	2010
Mailing Address ROUSSEAU TODD Y & KERRY A 7733 W NEWBERRY RD STE B2 GAINESVILLE FL 32606-9245		Physical Address 7733 W NEWBERRY RD GEO Number 05-10-19-06656010002
Exempt Amount	Taxable Value	
See Below	See Below	
Exemption Detail NO EXEMPTIONS	Millage Code 0400	Escrow Code
Legal Description 7733 W NEWBERRY RD NEWBERRY HILL PHASE 1 CONDO BOOK 3 PG 5 BLDG B UNIT B2 & UNDIV INT IN COMMON ELEMENTS OR 2420/ 0833		
Ad Valorem Taxes		
Taxing Authority	Rate	Assessed Value Exemption Amount Taxable Value Amount
BOARD OF COUNTY COMMISSIONERS		
CNTY GENERAL	8.3763	137,100 0 \$137,100 \$1,148.39
CNTY DEBT LL	0.2500	137,100 0 \$137,100 \$34.28
ALACHUA CNTY LIBRARY DISTRICT		
LIBRARY GENERAL	1.3638	137,100 0 \$137,100 \$186.98
LIBRARY BONDS	0.1098	137,100 0 \$137,100 \$15.05
SCHOOL BOARD OF ALACHUA COUNTY		
SCHL GENERAL	5.4840	137,100 0 \$137,100 \$751.86
SCHL DISCRNRY & CN	0.9980	137,100 0 \$137,100 \$136.83
SCHL BOND 5	0.3750	137,100 0 \$137,100 \$51.41
SCHOOL VOTED	1.0000	137,100 0 \$137,100 \$137.10
SCHL CAP26 PROJECT	1.2500	137,100 0 \$137,100 \$171.38
ST JOHNS RIVER WATER MGT DISTR	0.4158	137,100 0 \$137,100 \$57.01
MUNICIPAL SERVICES TAXING UNIT		

UNINCORP. SERVICES	0.4124	137,100	0	\$137,100	\$56.54
SHERIFF LAW ENFORCE	1.6710	137,100	0	\$137,100	\$229.09
FIRE PROTECTION SERV	1.3391	137,100	0	\$137,100	\$183.59

Total Millage	23.0452	Total Taxes	\$3,159.51
----------------------	---------	--------------------	------------

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
R802	SOLID WASTE MANAGEMENT	\$36.44

Total Assessments	\$36.44
--------------------------	---------

Taxes & Assessments	\$3,195.95
---------------------	------------

If Paid By	Amount Due
	\$0.00

Date Paid	Transaction	Receipt	Year	Amount Paid
11/30/2010	PAYMENT	3014544.0001	2010	\$3,068.11

Prior Year Taxes Due

NO DELINQUENT TAXES

Alachua County Tax Collector

generated on 3/27/2011 8:38:50 PM EDT

Tax Record

Last Update: 3/27/2011 8:38:49 PM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
06656-010-003	REAL ESTATE	2010			
Mailing Address DIANNE M BUSCH DMD PROPERTIES 7733 W NEWBERRY RD STE B-3 GAINESVILLE FL 32606		Physical Address 7733 W NEWBERRY RD GEO Number 05-10-19-06656010003			
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail NO EXEMPTIONS	Millage Code 0400	Escrow Code			
Legal Description 7733 W NEWBERRY RD NEWBERRY HILL PHASE 1 CONDO BOOK 3 PG 5 BLDG B UNIT B3 & UNDIV INT IN COMMON ELEMENTS OR 3383/ 0833					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Amount
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.3763	161,900	0	\$161,900	\$1,356.12
CNTY DEBT LL	0.2500	161,900	0	\$161,900	\$40.48
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.3638	161,900	0	\$161,900	\$220.80
LIBRARY BONDS	0.1098	161,900	0	\$161,900	\$17.78
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL GENERAL	5.4840	161,900	0	\$161,900	\$887.86
SCHL DISCRNRY & CN	0.9980	161,900	0	\$161,900	\$161.58
SCHL BOND 5	0.3750	161,900	0	\$161,900	\$60.71
SCHOOL VOTED	1.0000	161,900	0	\$161,900	\$161.90
SCHL CAP26 PROJECT	1.2500	161,900	0	\$161,900	\$202.38
ST JOHNS RIVER WATER MGT DISTR	0.4158	161,900	0	\$161,900	\$67.32
MUNICIPAL SERVICES TAXING UNIT					

UNINCORP. SERVICES	0.4124	161,900	0	\$161,900	\$66.77
SHERIFF LAW ENFORCE	1.6710	161,900	0	\$161,900	\$270.53
FIRE PROTECTION SERV	1.3391	161,900	0	\$161,900	\$216.80

Total Millage	23.0452	Total Taxes	\$3,731.03
----------------------	---------	--------------------	------------

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
R802	SOLID WASTE MANAGEMENT	\$36.44

Total Assessments	\$36.44
--------------------------	---------

Taxes & Assessments	\$3,767.47
--------------------------------	------------

If Paid By	Amount Due
	\$0.00

Date Paid	Transaction	Receipt	Year	Amount Paid
11/24/2010	PAYMENT	3012063.0001	2010	\$3,616.77

Prior Year Taxes Due

NO DELINQUENT TAXES

Alachua County Tax Collector

generated on 3/27/2011 8:40:43 PM EDT

Tax Record

Last Update: 3/27/2011 8:40:43 PM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
06656-020-001	REAL ESTATE	2010			
Mailing Address ROGERS AUBREY JR 2400 NW 6TH ST GAINESVILLE FL 32609-2948	Physical Address 7731 W NEWBERRY RD GEO Number 05-10-19-06656020001				
Exempt Amount See Below	Taxable Value See Below				
Exemption Detail NO EXEMPTIONS Legal Description 7731 W NEWBERRY RD NEWBERRY HILL PHASE II CONDO BOOK 3 PAGE 8 BLDG A UNIT 1, 2 & 3 & UNDIV INT IN COMMON ELEMENTS OR 2273/0084	Millage Code 0400	Escrow Code			
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Amount
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.3763	539,300	0	\$539,300	\$4,517.34
CNTY DEBT LL	0.2500	539,300	0	\$539,300	\$134.83
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.3638	539,300	0	\$539,300	\$735.50
LIBRARY BONDS	0.1098	539,300	0	\$539,300	\$59.22
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL GENERAL	5.4840	539,300	0	\$539,300	\$2,957.52
SCHL DISCRNRY & CN	0.9980	539,300	0	\$539,300	\$538.22
SCHL BOND 5	0.3750	539,300	0	\$539,300	\$202.24
SCHOOL VOTED	1.0000	539,300	0	\$539,300	\$539.30
SCHL CAP26 PROJECT	1.2500	539,300	0	\$539,300	\$674.13
ST JOHNS RIVER WATER MGT DISTR	0.4158	539,300	0	\$539,300	\$224.24
MUNICIPAL SERVICES TAXING UNIT					

Alachua County Tax Collector

generated on 3/27/2011 8:40:43 PM EDT

Tax Record

Last Update: 3/27/2011 8:40:43 PM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
06656-020-001	REAL ESTATE	2010			
Mailing Address ROGERS AUBREY JR 2400 NW 6TH ST GAINESVILLE FL 32609-2948	Physical Address 7731 W NEWBERRY RD GEO Number 05-10-19-06656020001				
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail NO EXEMPTIONS	Millage Code 0400	Escrow Code			
Legal Description 7731 W NEWBERRY RD NEWBERRY HILL PHASE II CONDO BOOK 3 PAGE 8 BLDG A UNIT 1, 2 & 3 & UNDIV INT IN COMMON ELEMENTS OR 2273/0084					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Amount
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.3763	539,300	0	\$539,300	\$4,517.34
CNTY DEBT LL	0.2500	539,300	0	\$539,300	\$134.83
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.3638	539,300	0	\$539,300	\$735.50
LIBRARY BONDS	0.1098	539,300	0	\$539,300	\$59.22
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL GENERAL	5.4840	539,300	0	\$539,300	\$2,957.52
SCHL DISCRNRY & CN	0.9980	539,300	0	\$539,300	\$538.22
SCHL BOND 5	0.3750	539,300	0	\$539,300	\$202.24
SCHOOL VOTED	1.0000	539,300	0	\$539,300	\$539.30
SCHL CAP26 PROJECT	1.2500	539,300	0	\$539,300	\$674.13
ST JOHNS RIVER WATER MGT DISTR	0.4158	539,300	0	\$539,300	\$224.24
MUNICIPAL SERVICES TAXING UNIT					

UNINCORP. SERVICES	0.4124	539,300	0	\$539,300	\$222.41
SHERIFF LAW ENFORCE	1.6710	539,300	0	\$539,300	\$901.17
FIRE PROTECTION SERV	1.3391	539,300	0	\$539,300	\$722.18

Total Millage

23.0452

Total Taxes

\$12,428.30

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
R805	SOLID WASTE MANAGEMENT	\$170.96

Total Assessments

\$170.96

Taxes & Assessments

\$12,599.26

If Paid By**Amount Due****\$0.00**

Date Paid	Transaction	Receipt	Year	Amount Paid
11/30/2010	PAYMENT	1014705.0001	2010	\$12,095.29

Prior Year Taxes Due

NO DELINQUENT TAXES

Alachua County Tax Collector

generated on 3/27/2011 8:40:43 PM EDT

Tax Record

Last Update: 3/27/2011 8:40:43 PM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
06656-020-001	REAL ESTATE	2010
Mailing Address ROGERS AUBREY JR 2400 NW 6TH ST GAINESVILLE FL 32609-2948	Physical Address 7731 W NEWBERRY RD GEO Number 05-10-19-06656020001	
Exempt Amount	Taxable Value	
See Below	See Below	
Exemption Detail NO EXEMPTIONS Legal Description 7731 W NEWBERRY RD NEWBERRY HILL PHASE II CONDO BOOK 3 PAGE 8 BLDG A UNIT 1, 2 & 3 & UNDIV INT IN COMMON ELEMENTS OR 2273/0084	Millage Code 0400	Escrow Code
Ad Valorem Taxes		
Taxing Authority	Rate	Assessed Value Exemption Amount Taxable Value Amount
BOARD OF COUNTY COMMISSIONERS		
CNTY GENERAL	8.3763	539,300 0 \$539,300 \$4,517.34
CNTY DEBT LL	0.2500	539,300 0 \$539,300 \$134.83
ALACHUA CNTY LIBRARY DISTRICT		
LIBRARY GENERAL	1.3638	539,300 0 \$539,300 \$735.50
LIBRARY BONDS	0.1098	539,300 0 \$539,300 \$59.22
SCHOOL BOARD OF ALACHUA COUNTY		
SCHL GENERAL	5.4840	539,300 0 \$539,300 \$2,957.52
SCHL DISCRNRY & CN	0.9980	539,300 0 \$539,300 \$538.22
SCHL BOND 5	0.3750	539,300 0 \$539,300 \$202.24
SCHOOL VOTED	1.0000	539,300 0 \$539,300 \$539.30
SCHL CAP26 PROJECT	1.2500	539,300 0 \$539,300 \$674.13
ST JOHNS RIVER WATER MGT	0.4158	539,300 0 \$539,300 \$224.24
DISTR		
MUNICIPAL SERVICES TAXING UNIT		

UNINCORP. SERVICES	0.4124	539,300	0	\$539,300	\$222.41
SHERIFF LAW ENFORCE	1.6710	539,300	0	\$539,300	\$901.17
FIRE PROTECTION SERV	1.3391	539,300	0	\$539,300	\$722.18

Total Millage	23.0452	Total Taxes	\$12,428.30
----------------------	---------	--------------------	-------------

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
R805	SOLID WASTE MANAGEMENT	\$170.96

Total Assessments	\$170.96
--------------------------	----------

Taxes & Assessments	\$12,599.26
---------------------	-------------

If Paid By	Amount Due
	\$0.00

Date Paid	Transaction	Receipt	Year	Amount Paid
11/30/2010	PAYMENT	1014705.0001	2010	\$12,095.29

Prior Year Taxes Due

NO DELINQUENT TAXES

Newberry Hill
6656-20-unit
6656-10-unit

ALACHUA COUNTY
PROPERTY APPRAISER



Ed Crapo, CFA, ASA, AAS
PROPERTY APPRAISER

SECTION MAP

Map Legend

- Boundary Line
- Railroad Centerline
- Canal
- Lake
- Power and Sewer
- Roadway
- Flood Hazard Area
- River



SCALE: 1" = 300'

INFORMATION MAP - NOT A SURVEY
This map is a Section Map of the Property Appraiser's Office. It is not a survey and should not be used for legal purposes. The accuracy of this map does not warrant any liability.

This map was created by the
Alachua County Property Appraiser's Office
Alachua County Administration Building
100 N. 1st Street, Room 100
Gainesville, FL 32601

RGE TWP SEC
19E 10S 05
Revision Date: Jan 04, 2011

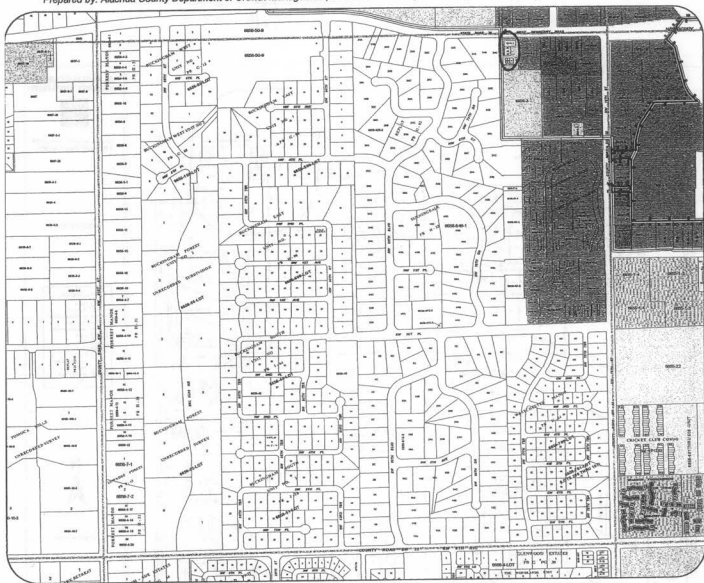
Larry Breunigton

Bobby Jensen

Future Land Use

STR051019

Prepared by: Alachua County Department of Growth Management, 10 SW 2nd Avenue, Gainesville, FL 32601, (352) 374-5249, Date: Feb 17, 2011



0 1 Miles

Legend:

- City Limit Line
- Activity Center
- Section Line
- Special Area Study
- Urban Services Line
- Urban Cluster Line
- Open Water

County Future Land Use 2020

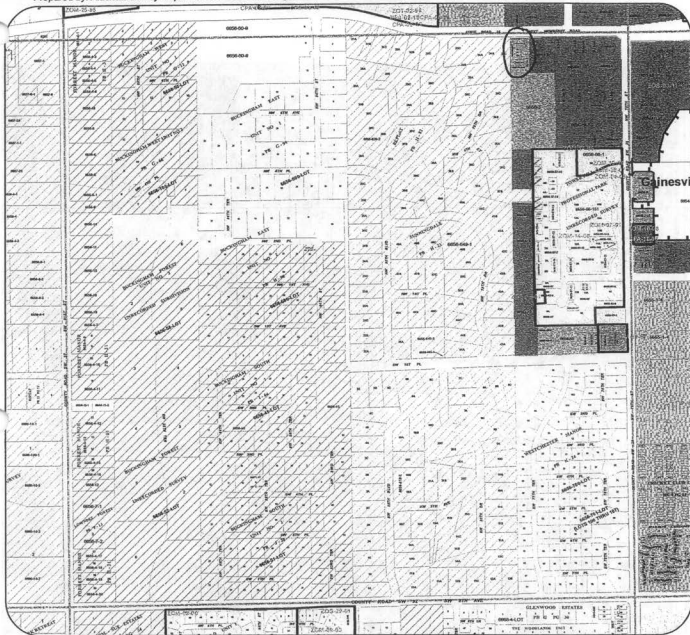
- Commercial
- Commercial Enclaves
- Rural Commercial Agriculture
- Shopping Center
- Mixed Use Commercial
- Mixed Use
- Mixed Use Low Density Residential
- Mixed Use Medium Density Residential
- Mixed Use Medium High Density Residential
- Mixed Use Neighborhood Convenience Center
- Mixed Use Employment
- Tourist/Entertainment
- Institutional
- Light Industrial
- Heavy Industrial

- Industrial/Manufacturing
- Estate Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- High Density Residential
- Residential 0-2 DU/acre
- Residential 2-4 DU/acre
- Rural Employment Center
- Rural Community Employment Center
- Rural Cluster
- Open Space
- Recreation
- Rural/Agriculture
- Preservation

- Conservation
- County Solid Waste Mngmnt Facility
- Office
- Office/Business Park
- Office/Medical
- Office/Residential
- Office/Residential (2-4)
- Office/Residential (4-8)
- Warehouse/Distribution
- Utility
- CCSAS Wetlands
- CCSAS Active Use Zone
- CCSAS Exceptional Upland Habitat
- CCSAS Hammock

Effective Date: 5/2/05

Prepared by: Alachua County Department of Growth Management, 10 SW 2nd Avenue, Gainesville, FL 32601, (352) 374-5249, Date: Feb 17, 2011



0

1 Miles

- Section Line
- City Limit Line
- Pulled from Admin Rezoning
- Resolutions before 1982
- ZOM (Rezoning)
- ZON (Non-Conforming Use)
- ZOR (Revocation)
- ZOS (Special Use Permit)
- ZOT (Temporary Use Permit)
- ZOX (Special Exception)

County Zoning

- (A) Agricultural
- (A-RE) Agricultural-Rural Business
- (AP) Administrative/Professional
- (BA) Automotive Oriented Business
- (BA-1) Automotive Oriented Business
- (BH) Highway Oriented Business
- (BP) Business/Professional
- (BR) Business, Retail Sales/Service
- (BR-1) Business, Retail Sales/Service
- (BW) Wholesale/Warehousing
- (C-1) Conservation

- (HM) Hospital/Medical
- (MB) Business, Marine
- (ML) Light Industrial
- (MP) Manufacturing/Processing
- (MS) Manufacturing/Services
- (PD) Planned Development
- (R-1A) Single Family Residential
- (R-1AA) Single Family Residential
- (R-1B) Single Family Residential
- (R-1C) Single Family Residential
- (R-2) Multi-family Residential
- (R-2A) Multi-family Residential

- (R-3) Multi-family Residential
- (RE) Residential-Estate
- (RE-1) Residential-Estate
- (RM) Manuf./ Mobile Home Park
- (RM-1) Travel Trailer Park
- (RP) Residential/Professional
- Mixed Use
- Mixed Use Employment
- Mixed Use Low Density Residential
- Mixed Use Medium Density Residential
- Mixed Use Medium High Density Res.
- Mixed Use Neighborhood Conv. Center



Ed Crapo, CFA, ASA, AAS
Alachua County Property Appraiser

ALACHUA COUNTY, FLORIDA
For Assessment Purposes Only



PRINTED DATE	SCALE	SECTION	TOWNSHIP	RANGE
JANUARY 2001	1" = 200'	06	10	19

06331-041-000
WHO'S YO MAMA INC
3832 NEWBERRY RD STE 1-C
GAINESVILLE, FL 32607

06331-044-000
RRC FL THREE INC
PO BOX 790830
SAN ANTONIO, TX 78279-0830

06656-020-001
AUBREY JR ROGERS
2400 NW 6TH ST
GAINESVILLE, FL 32609-2948

06656-002-005
GERALD D SCHACKOW
8716 NW 6TH PL
GAINESVILLE, FL 32607-1405

06656-002-012
DEAN W NAPPY
11303 SW 10TH LN
GAINESVILLE, FL 32607-1222

06656-003-002
PEP BOYS-MANNY MOE & JACK
ATTN: TAX DEPT
PHILADELPHIA, PA 19132-1116

06656-010-003
LLC DIANNE M BUSCH DMD
PROPERTIES
7733 W NEWBERRY RD STE B-3
GAINESVILLE, FL 32606

06656-634-002
WILLIAMS & WILLIAMS & WILLIAMS
2563 SW 87TH DR #10
GAINESVILLE, FL 32608-9340

06656-636-002
M K BALDWIN
525 NW 80TH BLVD
GAINESVILLE, FL 32607-1530

06331-042-000
MICHAEL S RYALS
5601 NW 88TH ST
GAINESVILLE, FL 32653

06331-046-000
RRC FL THREE INC
PO BOX 927000
HOFFMAN ESTAES, IL 60179

06656-002-000
INC GAINESVILLE ANIMAL
HOSPITAL
7615 W NEWBERRY RD
GAINESVILLE, FL 32606

06656-002-006
WH CAPITAL LLC
3290 NORTHSIDE PARKWAY STE 385
ATLANTA, GA 30327

06656-002-013
DEAN NAPPY
11303 SW 10TH LN
GAINESVILLE, FL 32607-1222

06656-010-001
TOUCH OF HEAVEN INC
11151 NE 123RD PL
ARCHER, FL 32618

06656-633-001
TIMOTHY A MODISSETTE
625 NW 80TH BLVD
GAINESVILLE, FL 32607

06656-635-002
LEEDY & LEMPINEN-LEEDY H/W
421 NW 79TH DR
GAINESVILLE, FL 32607

06656-636-003
A G JR DOMPE
611 NW 80TH BLVD
GAINESVILLE, FL 32607-1599

06331-000-000
CO & BACHELOR BUTTONS
HOLDINGS INDUSTRIAL CO
MANAGEMENT
5303 SW 91ST DR
GAINESVILLE, FL 32608

06331-043-000
KPG INVESTMENTS INC
8280 PRINCETON SQ BLVD
JACKSONVILLE, FL 32256

06332-000-000
BANK OF AMERICA
101 N TRYON ST
CHARLOTTE, NC 28255

06656-002-004
& SCHUETH JR GRUNTHAL
PENNINGTON III
45 W BAY ST STE 203
JACKSONVILLE, FL 32202-36

06656-002-008
13/13 CAPITAL LLC
12783 BAY PLANTATION DR
JACKSONVILLE, FL 32223

06656-003-000
H E BUCKLEY
7715 W NEWBERRY RD
GAINESVILLE, FL 32606-6701

06656-010-002
TODD Y ROUSSEAU
7733 W NEWBERRY RD STE
GAINESVILLE, FL 32606-924

06656-633-003
FINCHER & FINCHER
721 NW 80TH BLVD
GAINESVILLE, FL 32607

06656-635-003
SYLVIA WOLCOTT GREEN
611 NW 79TH DR
GAINESVILLE, FL 32607-154

The
Payment Solutions
EXPERTS**Approved
Payment Successfully authorized!**

User	Vonda Jackson
Account	Gainesville Sun
Order Number	711158d021L5eByXUAARX
Auth Code	862153
Amount	\$159.21

Name	James Meehan
Email	
Phone	
Street	1221 SW 96TH ST
City	GAINESVILLE
State/Province	FL
Zip/Postal Code	32607-3219
Comments	GF06805756

Name on Credit Card	James Meehan
Credit Card Number	*****0088

Public Notice

A neighborhood workshop is to be held to discuss a rezoning and land use change from AP to BP to accommodate existing uses at Newberry Hills Office Park, an existing 1.5 acre development located @ 7731 - 7733 Newberry Road. This is not a public hearing. The purpose of the meeting is to inform neighboring property owners of the nature of the proposal and see comments.

The meeting will be held Tuesday, March 29th @ 7:00 pm @ 7733 Newberry Rd. Unit B-1. Contact person James Meehan P.E. (352) 215-2548.

The Gainesville Sun

Commitment to accuracy

The Gainesville Sun promptly corrects errors of fact appearing in its news columns. If you believe we have made an error, call the news department at (352) 374-5005 days or 374-5085 at night. If you have a question or comment about coverage, write to Jim Osteen, executive editor, P.O. Box 147147, Gainesville, FL 32614-7147, e-mail at osteenj@gainesvillesun.com. Or call (352) 374-5035.

100 SW 11th St., Gainesville, FL 32601. Periodicals postage paid at Gainesville, FL 32601. All material herein is the property of the Gainesville Sun. Inspection of this notice is required by the writer upon receipt of the publication. POSTMASTER: Send address changes to The Gainesville Sun, 2700 SW 11th Street, Gainesville, Florida 32601.

MAIN NUMBER: 378-1411

DELIVERY PROBLEMS, CHANGES OR BILLING QUESTIONS?

Call Customer service: 378-4916
or fax: (800) 452-5193
Monday-Friday 7 a.m. - 5 p.m.
Saturday-Sunday 7 a.m. - 10 a.m.

To subscribe: 378-1416 or toll free (800) 443-9493

By carrier: Daily and Sunday \$4.06/week, \$210.94/year (Rates include sales tax and transportation costs)
PLEASE NOTE: non-daily subscribers will receive the following editions included with the regularity

scheduled frequency of delivery:
01/01/11; 01/10/11; 01/17/11; 01/24/11; 02/07/11; 02/14/11; 03/01/11; 04/02/11; 05/06/11; 05/20/11; 06/10/11; 07/01/11; 09/05/11; 09/09/11; 10/10/11; 11/08/11; 11/09/11; 11/11/11; 11/24/11; 11/25/11; 11/28/11; 12/23/11; 12/24/11 and 01/01/12

Place a classified ad

8 a.m. to 5 p.m., 372-4222 or toll-free (800) 443-4245, or fax 338-3131
Cancel or correct an ad 338-3161

Want to buy a retail ad?

Contact retail advertising 374-5012

Questions or problems 374-5012

Breaking news?

Call 359-5656

NEWS COVERAGE QUESTION?

Call Jim Osteen, Executive editor,

374-5035 or Jacki Levine, Managing editor, 374-5040

Have a news tip?

LOCAL: Sean McCrory, Assistant managing editor/content 374-5093
Lillian Guevara-Castro, Local news editor 374-5023

By fax 338-3128

Jeff Tudeen,

Night local news editor 374-5044

MOBILE REPORTER/

SURROUNDING COMMUNITIES:

Karen Voyles 359-5656

SPORTS: Arnold Feliciano,

Sports editor 374-5055

Call in results 374-5074

BUSINESS:

Anthony Clark, Editor 338-3171

HEALTH & SCIENCE:

Diane Chun, Editor 374-5041

NATION/WORLD: Paul Jenkins,

News editor

FEATURES: Sarah Sain,

Assistant local news editor

lifestyles

Bill Dean, Entertainment

editor

EDITORIAL/OPINION:

Ron Cunningham,

Editorial Page editor

MULTIMEDIA:

Joel Axon, Assistant man-

agement

WANT A SUN PHOTO RE-

print?

Go to <http://reprints.gai>

com and search our archive

for photos that were shot by a

photographer are available. Ph-

otos not to be republished or for

Web sites.

Public Notice

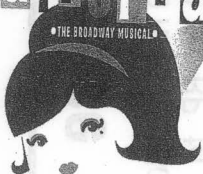
A neighborhood workshop is to be held to discuss a rezoning and land use change from AP to BP to accommodate existing uses at Newberry Hills Office Park, an existing 1.5 acre development located @ 7731 - 7733 Newberry Road. This is not a public hearing. The purpose of the meeting is to inform neighboring property owners of the nature of the proposal and see comments.

The meeting will be held Tuesday, March 29th @ 7:00 pm @ 7733 Newberry Rd. Unit B-1. Contact person James Meehan P.E. (352) 215-2548.

The Performing Arts Center at P.K. Yonge Presents

hairspray

THE BROADWAY MUSICAL



March 18, 19, 24, 25 and 26 at 7 p.m.
March 20, 26 and 27 at 2 p.m.

Tickets: \$18 adult/\$10 student

Call 352-392-1850

or visit hairspray.pkyonge.ufl.edu

This production made possible by a generous grant from Betty and Johnny Arnette

The Gainesville Sun

Produced by Amy Carson

D. P. Greenblatt, Inc.

1080 SW 11th Street, Gainesville FL 32601

From cars to to



To get rates & place your ad
go to gainesville.com or
call 352.372.4222

RECONSTRUCTION PROJECT
 BASED ON THE SITE PLAN FOR EXISTING
 2.5 ACRE RESIDENTIAL TRACT
 2.5 ACRE RESIDENTIAL TRACT
 2.5 ACRE RESIDENTIAL TRACT
 2.5 ACRE RESIDENTIAL TRACT

EXISTING UTILITIES

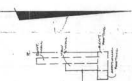
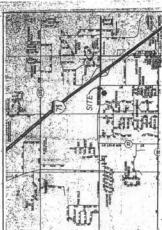
EXISTING UTILITIES	EXISTING UTILITIES	EXISTING UTILITIES	EXISTING UTILITIES	EXISTING UTILITIES
1. 12" WATER	1. 12" WATER	1. 12" WATER	1. 12" WATER	1. 12" WATER
2. 12" WATER	2. 12" WATER	2. 12" WATER	2. 12" WATER	2. 12" WATER
3. 12" WATER	3. 12" WATER	3. 12" WATER	3. 12" WATER	3. 12" WATER
4. 12" WATER	4. 12" WATER	4. 12" WATER	4. 12" WATER	4. 12" WATER
5. 12" WATER	5. 12" WATER	5. 12" WATER	5. 12" WATER	5. 12" WATER
6. 12" WATER	6. 12" WATER	6. 12" WATER	6. 12" WATER	6. 12" WATER
7. 12" WATER	7. 12" WATER	7. 12" WATER	7. 12" WATER	7. 12" WATER
8. 12" WATER	8. 12" WATER	8. 12" WATER	8. 12" WATER	8. 12" WATER
9. 12" WATER	9. 12" WATER	9. 12" WATER	9. 12" WATER	9. 12" WATER
10. 12" WATER	10. 12" WATER	10. 12" WATER	10. 12" WATER	10. 12" WATER

PEP BOYS

1. 12" WATER
 2. 12" WATER
 3. 12" WATER
 4. 12" WATER
 5. 12" WATER
 6. 12" WATER
 7. 12" WATER
 8. 12" WATER
 9. 12" WATER
 10. 12" WATER

11/15/75 - 11/15/75
 11/15/75 - 11/15/75
 11/15/75 - 11/15/75
 11/15/75 - 11/15/75
 11/15/75 - 11/15/75
 11/15/75 - 11/15/75
 11/15/75 - 11/15/75
 11/15/75 - 11/15/75
 11/15/75 - 11/15/75
 11/15/75 - 11/15/75
 11/15/75 - 11/15/75

1. 12" WATER
 2. 12" WATER
 3. 12" WATER
 4. 12" WATER
 5. 12" WATER
 6. 12" WATER
 7. 12" WATER
 8. 12" WATER
 9. 12" WATER
 10. 12" WATER



17 20'

1. 12" WATER
 2. 12" WATER
 3. 12" WATER
 4. 12" WATER
 5. 12" WATER
 6. 12" WATER
 7. 12" WATER
 8. 12" WATER
 9. 12" WATER
 10. 12" WATER

REVISED
 APPROVED

11/15/75

11/15/75

NEWBERRY RD (SR 26)

**ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
ADMINISTRATION ANNEX - 10 S.W. SECOND AVENUE, 3rd FLOOR
GAINESVILLE, FLORIDA 32601
(352) 374-5249**

May 3, 2011

Notice of Zoning Application #ZOM-04-11

Dear Property Owner:

As owner of property within the vicinity of the area covered by this request, you are hereby notified of the above zoning application. The zoning process on this item will include two (2) public hearings: An advisory hearing with the **Planning Commission** followed by a final hearing with the **Board of County Commissioners**. The **Planning Commission** hearing and the **Board of County Commissioners** hearing will be held in the **Jack Durance Auditorium** of the Alachua County Administration Building.

Planning Commission date and time:

Wednesday, May 18, 2011 at 6:00 p.m.

Board of County Commissioners date and time:

To be determined

You are invited to attend and participate in the hearings.

For your information, we have enclosed a zoning map and description of the application. The application file is accessible for review and a copy of the staff report is available upon request. A pamphlet and video containing information about quasi-judicial proceedings is also available upon request.

You are encouraged to provide written comments in the space provided below and return your response to us no later than 5:00 p.m., Tuesday, May 17, 2011. This will allow us to make your response a part of the information packet presented to the Commissioners prior to the public hearings.

If you have any questions, or desire further information, please contact the Development Services Section at (352) 374-5249.

PLEASE WRITE LEGIBLY/USE DARK INK

RETURN THIS PORTION

Comments:

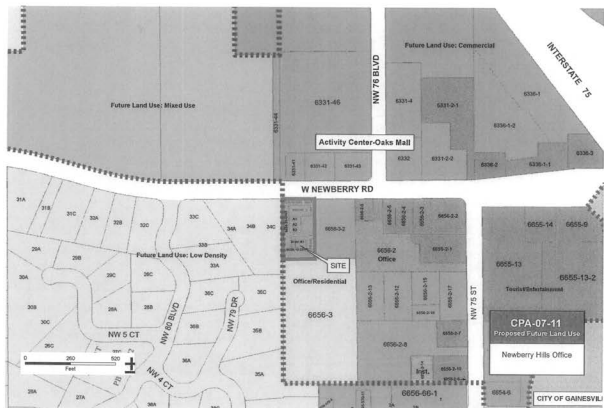
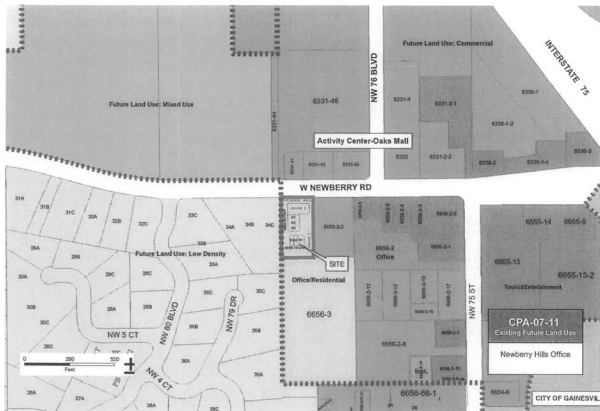
*I support the request for this
re-zoning.*

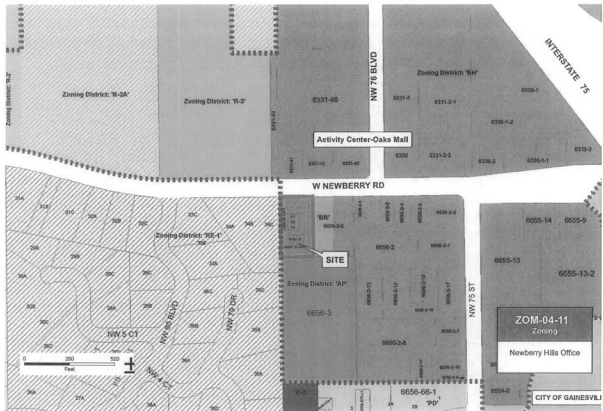
SIGNED:

APPLICATION #ZOM-04-11

06656-010-003 ZOM-04-11
LLC DIANNE M BUSCH DMD
PROPERTIES
7733 W NEWBERRY RD STE B-3
GAINESVILLE, FL 32606

RECEIVED
MAY 04 11
ACG





Background for Land Use/Zoning Change Request

- Facility permitted in 2002 as a wellness clinic (professional services) doing skin and body treatments. Permitted as such on 2/27/2002. Permit (#2002020504) specifically not approved for a day spa (massages or other treatments).
- Applicant attempted to apply for building permits to upgrade facility in 2012 when it was determined that personal services (spa activities) were occurring at the facility. These include massage therapy, nail treatments, facials, etc.

Background for Land Use/Zoning Change Request

- Applicant was not cited pending resolution of issue. Staff recommendation was to amend zoning to BP (Business/Professional) district which permits both professional and personal services. Concurrent land use change to 'Office' land use designation required to accomplish this. Both requests are being processed via a single application with approval of the zoning change contingent upon the small scale land use change being approved by the Board.

Applicant Request (CPA-07-11)

- The applicant is requesting that a small scale land use amendment be granted from 'office/residential' land use to 'office' land use. The change to 'office' land use will enable additional permitted uses (such as personal services) through a wider range of allowable zoning districts.

Bases for Approval

- The request is consistent with the office policies found in the Future Land Use Element of the Plan as well as the Plan as a whole. It is located within the Oaks Mall Activity Center and is served by rapid transit and well as a major arterial road. Infrastructure is adequate to serve the site. The site is presently developed and no additional development is anticipated as part of this request. Office-type uses are consistent with the surrounding development.

Applicant Request (ZOM-04-11)

- The applicant is requesting to change the zoning on the parcel from 'AP' (Administrative/Professional) district to 'BP' (Business/Professional) district. The BP district implements the office land use category and allows a variety of office uses including personal and professional services.

Bases for Approval

- The request is consistent with the office policies found in the Future Land Use Element of the Plan as well as the Plan as a whole. It is located within the Oaks Mall Activity Center and is served by rapid transit and well as a major arterial road. Infrastructure is adequate to serve the site. The site is presently developed and no additional development is anticipated as part of this request. The BP zoning, if approved, will allow a wider range of permitted uses consistent with the office land use designation.

Staff Recommendation

- Adopt the small scale land use change with the bases as noted in the staff report. If the small scale land use change is approved, then staff recommendation is to approve the requested zoning change from AP to BP district with the bases as noted in the staff report.

June 14, 2011 Regular BoCC Meeting
Agenda Item #32

Title

ZOS-05-11: A request for a special use permit to allow a veteran's transitional housing facility on approximately 3.3 acres (Amended)

Amount

N/A

Description

A request by C. David Coffey, agent, for the Alachua County Housing Authority, applicant, and Keystone Gator Hotel Campus, owner, to allow transitional housing for Veterans on approximately 3.3 acres located at 7417 W. Newberry Road on Tax Parcel Number 06655-013-000.

Recommendation

Staff recommends that the Board hear the item and adopt Resolution Z-11-07 approving the requested special use permit.

Alternative(s)

Do not approve Resolution Z-11-07

Requested By

Gerald Brewington (374-5249)

Originating Department

Growth Management

Attachment(s) Description

1) Staff Powerpoint Presentation 2) Staff Report 3) Resolution Z-11-07 4) Citizen Comments 5) Background Materials

Documents Requiring Action

Resolution Z-11-07

Executive Summary

The applicant is requesting a special use permit to allow a transitional housing facility for veterans in an existing structure (former hotel) on Newberry Road.

Background

The request is to convert an existing hotel structure (Gainesville Hotel and Conference Center) into a transitional housing facility for veterans. Maximum client capacity would be 152 residents (one per room) with a maximum stay of two years. Clients would be pre-screened by the Veteran's Administration and each client would be assigned a case worker. The existing hotel facility would require only cosmetic alterations.

Issues

The facility would serve only residents of the facility and would not cater to outside clients. Location of the facility next to bus transit and near commercial uses such as a grocery store make this an optimal location for the proposed housing.

Fiscal Recommendation

NA

Fiscal Alternative(s)

NA

Funding Sources

NA

Account Code(s)

NA

Attachment: SUP application final.pdf

Attachment: Resolution for ZOS0511.pdf

Attachment: ZOS0511 Staff Report.pdf

Attachment: ZOS0511 Powerpoint Presentation.pdf

Attachment: ZOS0511 with prop owner affidavit.pdf

Attachment: Court Appointed Receiver Affidavit.pdf

RESOLUTION Z-11-07

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA FOR A SPECIAL USE PERMIT TO ALLOW TRANSITIONAL HOUSING FOR VETERANS ON APPROXIMATELY 3.3 ACRES LOCATED AT 7417 W. NEWBERRY ROAD ON TAX PARCEL NUMBER 06655-013-000

WHEREAS, Zoning Application ZOS-05-11 has been duly filed and was considered by the Alachua County Planning Commission at its regular meeting of May 18, 2011; and,

WHEREAS, the Alachua County Board of County Commissioners considered the item at its regular meeting of June 14, 2011;

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

Zoning Application ZOS-05-11, a request by C. David Coffey, agent, for the Alachua County Housing Authority, applicant, and Keystone Gator Hotel Campus, owner, for a special use permit to allow transitional housing for veterans on approximately 3.3 acres located at 7417 W. Newberry Road on Tax Parcel Number 06655-013-000, as summarized in Exhibit A in this resolution, is hereby approved with the following conditions and bases:

RECORDED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 JUN 16 PM 4 45

Conditions

1. Capacity shall not exceed 152 residents (one per room).
2. Residents of the facility shall be veterans of the United States military and shall be approved by the United States Department of Veterans Affairs, or its designated representative, to participate in VA sponsored housing.

Bases

1. **Policy 5.1.1** of the Future Land Use Element (Institutional Uses) states that *Potential locations for major future institutional uses are identified on the Future Land Use Maps. Institutional uses may be allowed in other land use categories designated on the Future Land Use Map, and implemented in accordance with the guidance and policies within this Section 5.0., and within the Comprehensive Plan as a whole.*

The proposed use as transitional housing is identified in this section of the Future Land Use Element as an institutional use. The location of this housing (in what is designated as Tourist/Entertainment on the Future Land Use Map) is appropriate in that it is adjacent to available mass transit and the structure (a former hotel) is suited to the temporary housing of veterans who are being transitioned to permanent housing elsewhere in the County.

2. **Policy 5.1.2** of the Future Land Use Element (Institutional Uses) identifies institutional and governmental uses in Alachua County. Specifically, **Policy 5.1.2(b)** states that community services organizations are considered institutional uses. The specific policy language for community service organizations is found in **Policy 5.4.6**. This language states that *Community Service Organizations, such as voluntary*

This language states that *Community Service Organizations, such as voluntary organizations and clubs engaged in civic, charitable, and related activities, shall be considered as institutional uses. Special provisions shall be made in the land development regulations to address the unique needs of those uses, including criteria regarding site size, scale, and dimensions, building coverage, parking, buffering, access, clientele, and other impacts. **Some activities not typical for residential areas such as the provision of temporary residences, homeless shelters, and community residential homes not otherwise exempted by Florida Statutes may be allowed in the urban cluster through the special use permit process. New homeless shelters shall be subject to performance criteria regarding site, size, scale, and dimensions, building coverage, parking, buffering, access, and other impacts.*** The location of this housing (in what is designated as Tourist/Entertainment on the Future Land Use Map) is appropriate in that it is adjacent to available mass transit and the structure (a former hotel) is suited to the temporary housing of veterans who are being transitioned to permanent housing elsewhere in the County. The applicant is seeking, via this request, a special use permit to operate transitional housing for veterans in an existing structure located on Newberry Road. The applicant is seeking to operate this facility (known as Gainesville Hotel) with no modification to the existing building. County staff has indicated that existing parking is adequate to handle the needs of this proposed use and all other provisions related to the site can be addressed at Development Review.

3. Policy 5.2.1 provides location criteria for institutional uses. *The following criteria shall determine the appropriateness of potential institutional locations and uses*

requiring special use permits shall be demonstrated prior to establishing the institutional use:

- a. *Optimum service area.*
- b. *Optimum operating size.*
- c. *Access to clientele.*
- d. *Compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.*
- e. *Nature of service provision.*
- f. *Needs of the clientele.*
- g. *Availability and adequacy of public infrastructure to serve the particular use.*
- h. *Preservation and strengthening of community and neighborhood character through design.*
- i. *Consistency with the goals, objectives, and policies of the Conservation and Open Space Element.*

The project is optimally located along regional mass transit lines to serve the residents. There is ready access for the residents for employment opportunities, grocery stores and dining. The facility will not change in appearance nor will the scale or intensity of the use increase. Residents will be housed in existing hotel rooms (one client per room) and the facility will be operated similarly to the hotel that occupied the structure previously. As such, it will not generate additional odors, noise, lighting, etc. beyond that generated by the hotel. As the majority of the clients will not have vehicles, traffic generation will actually be less than the previous hotel use. On-site staff will be on hand to monitor the property. The facility will provide a secure and stable living environment for veterans in transition to permanent housing. As Programs will be provided to help reintegrate the clients into society and provide job training and other services to aid them during this transitional period. As an existing facility, the hotel is already connected to water, sewer and other infrastructure needed to support continuing use of this building as a residential facility. As no external changes to the building will occur, the project will continue to maintain an outward appearance as a hotel and will remain consistent with the surrounding character of the area, which is tourist/entertainment in nature due to the adjacency of I-75. Lastly, the hotel is consistent with the policies of the COSE. It will not impact culturally or environmentally significant resources as the project will reuse an existing structure.

4. Policy 7.1.2 of the Future Land Use Element states that proposed changes to the zoning map shall be considered in light of the availability and capacity of public facilities

required to serve development, as well as the relationship of the proposed development to existing development in the vicinity. The facility has legal access to an arterial road. The continued use of the site under the proposed special use permit will not impact emergency services, school capacity, or other levels of service within Alachua County. The applicant is seeking, via this request, a special use permit to operate transitional housing for veterans in an existing structure located on Newberry Road. The applicant will operate this facility with no modifications to the existing building. The site is surrounded by commercial structures and is not immediately adjacent to residential development. The use of this structure as transitional housing is not dissimilar to the previous use as a hotel and will not introduce an incompatible use to the area, which features two other hotels as well as numerous fast food establishments, retail shopping and other services. County staff has indicated that existing parking is adequate to handle the needs of this proposed use and all other provisions related to the site will be addressed at Development Review.

5. Any Special Use Permit is required to demonstrate that it complies with the general criteria identified in **Section 402.124** of the ULDC. These criteria are:

- a. the proposed use is consistent with the Comprehensive Plan and ULDC;*
- b. the proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;*
- c. the proposed use shall not adversely affect the health, safety, and welfare of the public; and*

d. *satisfactory provisions and arrangements have been made concerning the following matters, where applicable:*

1. *ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;*
3. *off-street parking and loading areas where required, with particular attention to item 1 above;*
4. *the noise, glare or odor effects of the special exception on surrounding properties;*
5. *refuse and service areas, with particular reference to location, screening and items 1 and 2 above;*
6. *Utilities, with reference to location and availability;*
7. *Screening and buffering with reference to type, dimensions and character;*
8. *Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;*
9. *Required yards and other open space;*
10. *General compatibility with surrounding properties; and*

11. Any special requirements set forth in this ULDC for the particular use involved.

As described in this Report, and as regulated by the specific conditions proposed in this report, the use is consistent with the Comprehensive Plan and ULDC and is compatible with the existing land use pattern and future land use pattern established by the Comprehensive Plan. Further, the conditions proposed as part of Staff's recommendation will ensure the use does not adversely affect the health, safety, or welfare of the public. The site has adequate ingress/egress onto Newberry Road for both the use proposed as well as for emergency vehicles. Adequate off-street parking exists to serve the proposed facility. The proposed use will not create unusual or extreme noise, odor or glare. The facility will use existing refuse and services areas of the former hotel. Adequate utilities exist to serve the proposed facility and the existing building is in keeping in character with surrounding development. The existing building will not differ in character from its present use as a hotel. Signage, if proposed, will reuse existing or new signs will be consistent with the limits of the Alachua County sign code. No new screening or buffering is required as part of the new use proposed by this SUP and existing open space/recreation is adequate for the proposed use.

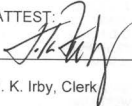
This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 14th day in June, A.D., 2011.

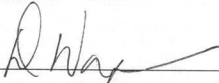
BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: 

Lee Pinkoson, Chair

ATTEST:

J. K. Irby, Clerk

APPROVED AS TO FORM


Alachua County Attorney

(SEAL)

DEPARTMENT APPROVAL

AS TO CORRECTNESS


Department of Growth Management
Authorized Designee

EXHIBIT A

LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN SOUTH 0°50'48" EAST ALONG THE WEST LINE OF SAID SECTION 100 FEET, THENCE RUN NORTH 89°26'12" EAST 40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF STATE ROAD NO. 26 AND THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89°26'12" EAST ALONG SAID RIGHT OF WAY 418.51 FEET, THENCE RUN SOUTH 0°50'48" EAST 200 FEET, THENCE RUN NORTH 89°26'12" EAST 289.95 FEET TO THE WESTERLY RIGHT OF WAY OF SAID INTERSTATE ROAD NO. 75, THENCE RUN SOUTH 13°37'23" EAST ALONG SAID RIGHT OF WAY 232.32 FEET TO THE P.C. OF A CURVE HAVING AN INTERNAL ANGLE OF 65°, A RADIUS OF 385 FEET A TOTAL LENGTH OF 456.77 FEET, AND BEING CONCAVE TO A NORTHEASTERLY DIRECTION, THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE A DISTANCE OF 275.99 FEET, THENCE RUN SOUTH 89°26'12" WEST 908.2 FEET TO THE EAST RIGHT OF WAY OF A 90 FOOT ROAD, THENCE RUN NORTH 0°50'48" WEST ALONG SAID RIGHT OF WAY 651.31 FEET TO THE POINT OF BEGINNING. ALL BEING AND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, CONTAINING 10 ACRES MORE OR LESS.

LESS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN SOUTH 0°50'48" EAST ALONG THE WEST LINE OF SAID SECTION 100 FEET, THENCE RUN NORTH 89°26'12" EAST 283.51 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF STATE ROAD NO. 26 AND THE POINT OF BEGINNING, THENCE RUN NORTH 89°26'12" EAST ALONG SAID RIGHT OF WAY 175 FEET, THENCE RUN SOUTH 0°50'48" EAST 200 FEET, THENCE RUN SOUTH 89°26'12" WEST 175 FEET, THENCE RUN NORTH 0°50'48" WEST 200 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA.

LESS & EXCEPT:

(O.R. BOOK 1715, PAGE 348)

A STRIP OF LAND, BEING 4.00 FEET IN WIDTH, LYING AND BEING IN THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST AND RUN THENCE SOUTH 0°50'48" EAST ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 135.00 FEET, THENCE RUN NORTH 89°26'12" EAST, 40.00 FEET TO A POINT ON THE EAST LINE OF COUNTY ROAD 29 (TOWER ROAD, SW 75TH STREET) FOR THE POINT OF BEGINNING, THENCE RUN NORTH 89°26'12" EAST 4.00 FEET, THENCE RUN SOUTH 0°50'48" EAST 415.31 FEET, THENCE RUN SOUTH 89°26'12" WEST 4.00 FEET TO THE EAST LINE OF COUNTY ROAD 29 (TOWER ROAD, SW 75TH STREET), THENCE RUN NORTH 0°50'48" WEST,

ALONG THE EAST LINE OF SAID COUNTY ROAD 29, A DISTANCE OF 616.31 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT: (OUT PARCEL)

A STRIP OF LAND, BEING 80.00 FEET IN WIDTH, LYING AND BEING IN THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN THENCE SOUTH 00°50'48" EAST ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 135.00 FEET; THENCE RUN NORTH 89°26'12" EAST, 44.00 FEET; THENCE RUN SOUTH 00°50'48" EAST 536.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°50'48" EAST, 80.00 FEET; THENCE NORTH 89°25'42" EAST, 343.62 FEET; THENCE NORTH 07°56'11" WEST, 80.67 FEET; THENCE SOUTH 89°25'42" WEST, 333.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.622 ACRES, MORE OR LESS.

Alachua County

Office of Planning and Development Staff Report

Application Number: ZOS-05-11

Staff Contact: Jerry Brewington, Sr. Planner
352-374-5249

Planning Commission

Board of County Commissioners

Hearing Date: May 18, 2011

Hearing Date: June 14, 2011

SUBJECT:

A request for a special use permit for veteran's transitional housing in a BH (Business Highway) on approximately 3.3 acres

APPLICANT/AGENT:

C. David Coffey

PROPERTY OWNER:

Keystone Gator Hotel Campus

PROPERTY DESCRIPTION:

Location: 7417 West Newberry Road
Parcel Numbers: 06655-013-000
Section/Township/Range: 4-10-19
Land Use: Tourist/Entertainment
Zoning: Business/Highway (BH)
Existing Use: Hotel
Acreage: 3.3

PREVIOUS REQUESTS:

None

ZONING VIOLATION HISTORY: There are currently no violations on the site.

STAFF RECOMMENDATION: Approval with conditions and bases in report.

PC RECOMMENDATION:

Approval with amended conditions and bases in report. (5-2)

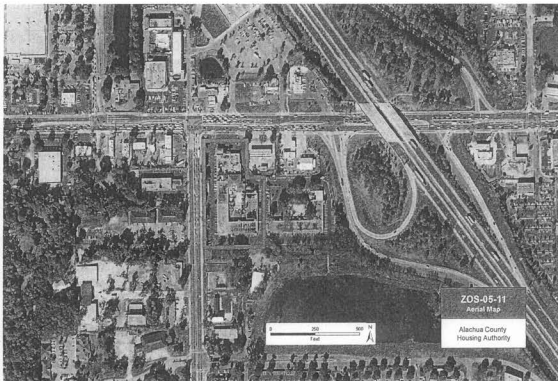
Alachua County

Office of Planning and Development Staff Report

Analysis of Request

Background

This request is for a special use permit in a Business /Highway (BH) district to permit a transitional facility for veterans seeking permanent housing. The structure is an existing hotel facility that is ideally suited to the needs of the Alachua County Housing Authority (ACHA) (working in conjunction with the United States Department of Veterans Affairs (DVA) and the Malcolm J. Randall VA Medical Center. DVA will refer all potential clients, who will be required to follow strict guidelines while in residence at the facility. Maximum length of stay will be two years. Clients will have 24/7 access to their rooms. Maximum capacity will be 152 individuals (one per room/152 rooms).



Aerial View of Subject Property

Description of Site and Surrounding Properties

The site is located south of Newberry Road and west of I-75. It is located within the Oaks Mall Activity Center and has a land use designation of Tourist/Entertainment with a BH (Business/Highway) zoning district. Surrounding uses are commercial in nature

Alachua County

Office of Planning and Development Staff Report

and include convenience stores, a hotels and fast food establishments.

Levels of Service

The Alachua County Comprehensive Plan Capital Improvement Element requires that the public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of Level of Service Compliance (CLSC) be a condition of all final development orders. 'Concurrent' shall mean that all adopted levels of service (LOS) standards shall be maintained or achieved within a specified timeframe. Per Policy 1.2.4 of the Capital Improvements Element of the Alachua County Comprehensive Plan, LOS standards have been adopted for various types of public facilities.

Traffic

The proposed special use will not produce additional traffic over that of the existing motel use. Concurrency will be reviewed during the development plan review process. RTS Route 75 provides fixed route transit service for the subject property.

Mass Transit

Policy 1.2.4 (F) states that the minimum LOS for 24 hour ambulatory and wheelchair service (24 hour basis) is 8 vehicles. ATC/Intelitran is providing 24 hour ambulatory and wheelchair service to the site at the minimum LOS standard. The site is served by regular bus service from the Regional Transit System (RTS).

Water and Sewer

The site is served by central water and sewer service.

Drainage

Policy 1.2.4 (D) states that the minimum drainage LOS standard for residential development requires a floor elevation of one (1) foot above the 100-year/24-hour storm elevation. Any development at this site will be required to meet this standard at the time of final DRC approval.

Emergency Services

Policy 1.2.5 (A) states that the LOS standard for fire services within the rural area is as follows:

- Initial unit response within 12 minutes for 80% of all responses within 12 months.
- Fire protection service level of ISO (Insurance Service Office) Class Protection less than 10.
- Development shall provide adequate water supply for fire suppression and protection and fire service compliant fire connections.

Any development at this site will be required to meet this standard the the time of

Alachua County

Office of Planning and Development Staff Report

development plan approval.

Solid Waste

Policy 1.2.4 (C) states that the minimum level of service standard for solid waste disposal used for determining the availability of disposal capacity to accommodate demand generated by existing and new development, at a minimum, shall be 0.73 tons per person per year. Any development at this site will be required to meet these minimum LOS standards as part of development plan approval.

Public Schools

There will be no impact to public schools if this request is approved. The proposed residences are temporary in nature and will not create additional demand on the Alachua County Public School System. School age children will not be housed in this facility.

Recreation

Recreation levels of service as provided in the Plan will not be impacted by this request.

Comprehensive Plan and ULDC Consistency

The following is staff analysis of the consistency of this application with the Alachua County Comprehensive Plan and the Unified Land Development Code.

Future Land Use Element

Policy 5.1.1 of the Future Land Use Element (Institutional Uses) states that *Potential locations for major future institutional uses are identified on the Future Land Use Maps. Institutional uses may be allowed in other land use categories designated on the Future Land Use Map, and implemented in accordance with the guidance and policies within this Section 5.0., and within the Comprehensive Plan as a whole.* The proposed use as transitional housing is identified in this section of the Future Land Use Element as an institutional use. The location of this housing (in what is designated as Tourist/Entertainment on the Future Land Use Map) is appropriate in that it is adjacent to available mass transit and the structure (a former hotel) is suited to the temporary housing of veterans who are being transitioned to permanent housing elsewhere in the County.

Policy 5.1.2 of the Future Land Use Element (Institutional Uses) identifies institutional and governmental uses in Alachua County. Specifically, **Policy 5.1.2(b)** states that community services organizations are considered institutional uses. The specific policy language for community service organizations is found in **Policy 5.4.6**. This language states that *Community Service Organizations, such as voluntary organizations and clubs engaged in civic, charitable, and related activities, shall be considered as institutional uses. Special provisions shall be made in the land development regulations*

Alachua County

Office of Planning and Development Staff Report

*to address the unique needs of those uses, including criteria regarding site size, scale, and dimensions, building coverage, parking, buffering, access, clientele, and other impacts. **Some activities not typical for residential areas such as the provision of temporary residences, homeless shelters, and community residential homes not otherwise exempted by Florida Statutes may be allowed in the urban cluster through the special use permit process. New homeless shelters shall be subject to performance criteria regarding site, size, scale, and dimensions, building coverage, parking, buffering, access, and other impacts.*** The location of this housing (in what is designated as Tourist/Entertainment on the Future Land Use Map) is appropriate in that it is adjacent to available mass transit and the structure (a former hotel) is suited to the temporary housing of veterans who are being transitioned to permanent housing elsewhere in the County. The applicant is seeking, via this request, a special use permit to operate transitional housing for veterans in an existing structure located on Newberry Road. The applicant is seeking to operate this facility (known as Gainesville Hotel) with no modification to the existing building. County staff has indicated that existing parking is adequate to handle the needs of this proposed use and all other provisions related to the site can be addressed at Development Review.

Policy 5.2.1 provides location criteria for institutional uses. *The following criteria shall determine the appropriateness of potential institutional locations and uses requiring special use permits shall be demonstrated prior to establishing the institutional use:*

- a. Optimum service area.
- b. Optimum operating size.
- c. Access to clientele.
- d. Compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.
- e. Nature of service provision.
- f. Needs of the clientele.
- g. Availability and adequacy of public infrastructure to serve the particular use.
- h. Preservation and strengthening of community and neighborhood character through design.
- i. Consistency with the goals, objectives, and policies of the Conservation and Open Space Element.

Alachua County

Office of Planning and Development Staff Report

The project is optimally located along regional mass transit lines to serve the residents. There is ready access for the residents for employment opportunities, grocery stores and dining. The facility will not change in appearance nor will the scale or intensity of the use increase. Residents will be housed in existing hotel rooms (one client per room) and the facility will be operated similarly to the hotel that occupied the structure previously. As such, it will not generate additional odors, noise, lighting, etc. beyond that generated by the hotel. As the majority of the clients will not have vehicles, traffic generation will actually be less than the previous hotel use. On-site staff will be on hand to monitor the property. The facility will provide a secure and stable living environment for veterans in transition to permanent housing. As Programs will be provided to help reintegrate the clients into society and provide job training and other services to aid them during this transitional period. As an existing facility, the hotel is already connected to water, sewer and other infrastructure needed to support continuing use of this building as a residential facility. As no external changes to the building will occur, the project will continue to maintain an outward appearance as a hotel and will remain consistent with the surrounding character of the area, which is tourist/entertainment in nature due to the adjacency of I-75. Lastly, the hotel is consistent with the policies of the COSE. It will not impact culturally or environmentally significant resources as the project will reuse an existing structure.

Policy 7.1.2 of the Future Land Use Element states that proposed changes to the zoning map shall be considered in light of the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity. The facility has legal access to an arterial road. The continued use of the site under the proposed special use permit will not impact emergency services, school capacity, or other levels of service within Alachua County. The applicant is seeking, via this request, a special use permit to operate transitional housing for veterans in an existing structure located on Newberry Road. The applicant will operate this facility with no modifications to the existing building. The site is surrounded by commercial structures and is not immediately adjacent to residential development. The use of this structure as transitional housing is not dissimilar to the previous use as a hotel and will not introduce an incompatible use to the area, which features two other hotels as well as numerous fast food establishments, retail shopping and other services. County staff has indicated that existing parking is adequate to handle the needs of this proposed use and all other provisions related to the site will be addressed at Development Review.

Unified Land Development Code (ULDC)

Any Special Use Permit is required to demonstrate that it complies with the general criteria identified in **Section 402.124** of the ULDC. These criteria are:

Alachua County

Office of Planning and Development Staff Report

- a. *the proposed use is consistent with the Comprehensive Plan and ULDC;*
- b. *the proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;*
- c. *the proposed use shall not adversely affect the health, safety, and welfare of the public; and*
- d. *satisfactory provisions and arrangements have been made concerning the following matters, where applicable:*
 1. *ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;*
 2. *off-street parking and loading areas where required, with particular attention to item 1 above;*
 3. *the noise, glare or odor effects of the special exception on surrounding properties;*
 4. *refuse and service areas, with particular reference to location, screening and items 1 and 2 above;*
 5. *Utilities, with reference to location and availability;*
 6. *Screening and buffering with reference to type, dimensions and character;*
 7. *Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;*
 8. *Required yards and other open space;*
 9. *General compatibility with surrounding properties; and*
 10. *Any special requirements set forth in this ULDC for the particular use involved.*

As described in this Report, and as regulated by the specific conditions proposed in this report, the use is consistent with the Comprehensive Plan and ULDC and is compatible with the existing land use pattern and future land use pattern established by the Comprehensive Plan. Further, the conditions proposed as part of Staff's recommendation will ensure the use does not adversely affect the health, safety, or

Alachua County

Office of Planning and Development Staff Report

welfare of the public. The site has adequate ingress/egress onto Newberry Road for both the use proposed as well as for emergency vehicles. Adequate off-street parking exists to serve the proposed facility. The proposed use will not create unusual or extreme noise, odor or glare. The facility will use existing refuse and services areas of the former hotel. Adequate utilities exist to serve the proposed facility and the existing building is in keeping in character with surrounding development. The existing building will not differ in character from its present use as a hotel. Signage, if proposed, will reuse existing or new signs will be consistent with the limits of the Alachua County sign code. No new screening or buffering is required as part of the new use proposed by this SUP and existing open space/recreation is adequate for the proposed use.

Staff Recommendation

Staff recommends that ZOS-05-11 be approved with the following conditions and bases.

Conditions

1. Capacity shall not exceed 152 residents (one per room).
2. The facility shall be restricted to Veteran's Administration approved clients only and shall not operate programs that serve clientele other than residents of the facility.

Bases:

1. Policy 5.1.1 of the Future Land Use Element (Institutional Uses) states that *Potential locations for major future institutional uses are identified on the Future Land Use Maps. Institutional uses may be allowed in other land use categories designated on the Future Land Use Map, and implemented in accordance with the guidance and policies within this Section 5.0., and within the Comprehensive Plan as a whole.* The proposed use as transitional housing is identified in this section of the Future Land Use Element as an institutional use. The location of this housing (in what is designated as Tourist/Entertainment on the Future Land Use Map) is appropriate in that it is adjacent to available mass transit and the structure (a former hotel) is suited to the temporary housing of veterans who are being transitioned to permanent housing elsewhere in the County.

2. Policy 5.1.2 of the Future Land Use Element (Institutional Uses) identifies institutional and governmental uses in Alachua County. Specifically, **Policy 5.1.2(b)** states that community services organizations are considered institutional uses. The specific policy language for community service organizations is found in **Policy 5.4.6**. This language states that *Community Service Organizations, such as voluntary organizations and clubs engaged in civic, charitable, and related activities, shall be considered as institutional uses. Special provisions shall be made in the land development regulations to address the unique needs of those uses, including criteria regarding site size, scale, and dimensions, building coverage, parking, buffering, access, clientele, and other*

Alachua County

Office of Planning and Development Staff Report

impacts. Some activities not typical for residential areas such as the provision of temporary residences, homeless shelters, and community residential homes not otherwise exempted by Florida Statutes may be allowed in the urban cluster through the special use permit process. New homeless shelters shall be subject to performance criteria regarding site, size, scale, and dimensions, building coverage, parking, buffering, access, and other impacts. The location of this housing (in what is designated as Tourist/Entertainment on the Future Land Use Map) is appropriate in that it is adjacent to available mass transit and the structure (a former hotel) is suited to the temporary housing of veterans who are being transitioned to permanent housing elsewhere in the County. The applicant is seeking, via this request, a special use permit to operate transitional housing for veterans in an existing structure located on Newberry Road. The applicant is seeking to operate this facility (known as Gainesville Hotel) with no modification to the existing building. County staff has indicated that existing parking is adequate to handle the needs of this proposed use and all other provisions related to the site can be addressed at Development Review.

3.Policy 5.2.1 provides location criteria for institutional uses. *The following criteria shall determine the appropriateness of potential institutional locations and uses requiring special use permits shall be demonstrated prior to establishing the institutional use:*

- a. Optimum service area.
- b. Optimum operating size.
- c. Access to clientele.
- d. Compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.
- e. Nature of service provision.
- f. Needs of the clientele.
- g. Availability and adequacy of public infrastructure to serve the particular use.
- h. Preservation and strengthening of community and neighborhood character through design.
- i. Consistency with the goals, objectives, and policies of the Conservation and Open Space Element.

The project is optimally located along regional mass transit lines to serve the residents.

Alachua County

Office of Planning and Development Staff Report

There is ready access for the residents for employment opportunities, grocery stores and dining. The facility will not change in appearance nor will the scale or intensity of the use increase. Residents will be housed in existing hotel rooms (one client per room) and the facility will be operated similarly to the hotel that occupied the structure previously. As such, it will not generate additional odors, noise, lighting, etc. beyond that generated by the hotel. As the majority of the clients will not have vehicles, traffic generation will actually be less than the previous hotel use. On-site staff will be on hand to monitor the property. The facility will provide a secure and stable living environment for veterans in transition to permanent housing. As Programs will be provided to help reintegrate the clients into society and provide job training and other services to aid them during this transitional period. As an existing facility, the hotel is already connected to water, sewer and other infrastructure needed to support continuing use of this building as a residential facility. As no external changes to the building will occur, the project will continue to maintain an outward appearance as a hotel and will remain consistent with the surrounding character of the area, which is tourist/entertainment in nature due to the adjacency of I-75. Lastly, the hotel is consistent with the policies of the COSE. It will not impact culturally or environmentally significant resources as the project will reuse an existing structure.

4.Policy 7.1.2 of the Future Land Use Element states that proposed changes to the zoning map shall be considered in light of the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity. The facility has legal access to an arterial road. The continued use of the site under the proposed special use permit will not impact emergency services, school capacity, or other levels of service within Alachua County. The applicant is seeking, via this request, a special use permit to operate transitional housing for veterans in an existing structure located on Newberry Road. The applicant will operate this facility with no modifications to the existing building. The site is surrounded by commercial structures and is not immediately adjacent to residential development. The use of this structure as transitional housing is not dissimilar to the previous use as a hotel and will not introduce an incompatible use to the area, which features two other hotels as well as numerous fast food establishments, retail shopping and other services. County staff has indicated that existing parking is adequate to handle the needs of this proposed use and all other provisions related to the site will be addressed at Development Review.

5.Any Special Use Permit is required to demonstrate that it complies with the general criteria identified in **Section 402.124** of the ULDC. These criteria are:

- a. the proposed use is consistent with the Comprehensive Plan and ULDC;*

Alachua County

Office of Planning and Development Staff Report

- b. the proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;*
- c. the proposed use shall not adversely affect the health, safety, and welfare of the public; and*
- d. satisfactory provisions and arrangements have been made concerning the following matters, where applicable:*
 - 1. ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;*
 - 3. off-street parking and loading areas where required, with particular attention to item 1 above;*
 - 4. the noise, glare or odor effects of the special exception on surrounding properties;*
 - 5. refuse and service areas, with particular reference to location, screening and items 1 and 2 above;*
 - 6. Utilities, with reference to location and availability;*
 - 7. Screening and buffering with reference to type, dimensions and character;*
 - 8. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;*
 - 9. Required yards and other open space;*
 - 10. General compatibility with surrounding properties; and*
 - 11. Any special requirements set forth in this ULDC for the particular use involved.*

As described in this Report, and as regulated by the specific conditions proposed in this report, the use is consistent with the Comprehensive Plan and ULDC and is compatible with the existing land use pattern and future land use pattern established by the Comprehensive Plan. Further, the conditions proposed as part of Staff's recommendation will ensure the use does not adversely affect the health, safety, or welfare of the public. The site has adequate ingress/egress onto Newberry Road for both the use proposed as well as for emergency vehicles. Adequate off-street parking

Alachua County

Office of Planning and Development Staff Report

exists to serve the proposed facility. The proposed use will not create unusual or extreme noise, odor or glare. The facility will use existing refuse and services areas of the former hotel. Adequate utilities exist to serve the proposed facility and the existing building is in keeping in character with surrounding development. The existing building will not differ in character from its present use as a hotel. Signage, if proposed, will reuse existing or new signs will be consistent with the limits of the Alachua County sign code. No new screening or buffering is required as part of the new use proposed by this SUP and existing open space/recreation is adequate for the proposed use.

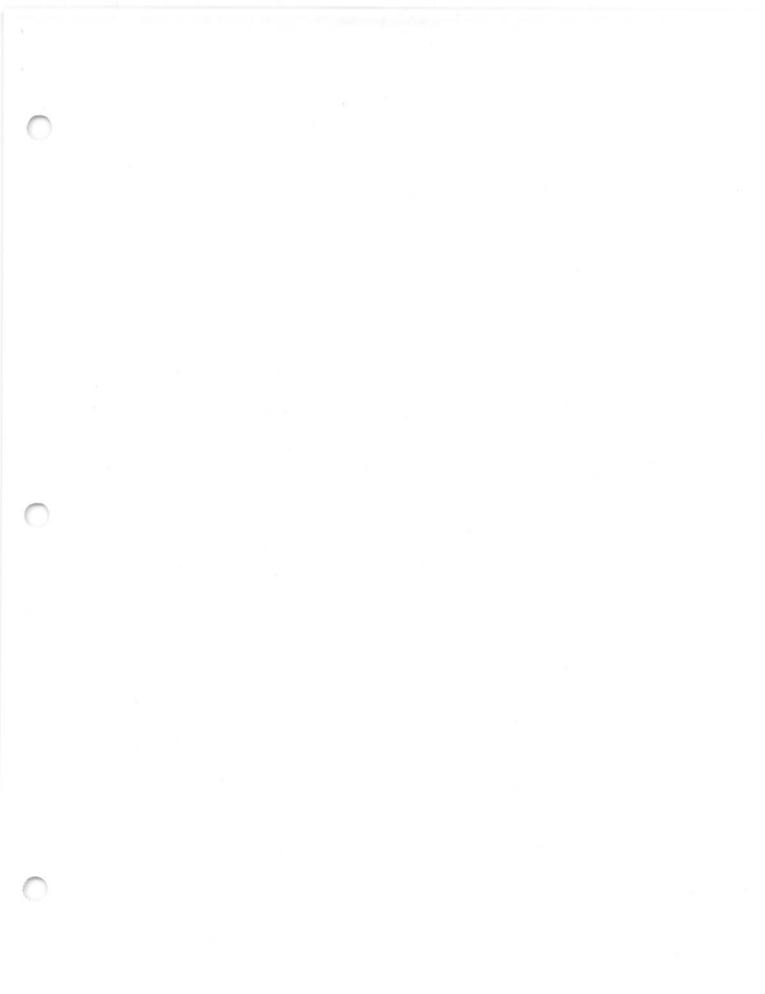
Exhibit 2 - Staff and Agency Comments

Department of Environmental Protection: No comment

Department of Public Works: No comment

Alachua County Public Safety: No comment

Traffic/Concurrency: The proposed special use will not produce additional traffic over that of the existing motel use. Concurrency will be reviewed during the development plan review process. RTS Route 75 provides fixed route transit service for the subject property.





Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

ZONING APPLICATION

For Rezoning (except Planned Developments) and Special Use Permits and Special Exceptions (including Minor SUP's and SE's).

GENERAL INFORMATION (BY APPLICANT/ AGENT)

Applicant/Agent: C. David Coffey, P.A. Contact Person: C. David Coffey
Address: 5346 S.W. 91st Ter. Phone: (352) 335 - 8442
Email address: david@dcoffeylaw.net

SUBJECT PROPERTY DESCRIPTION

Property Owner: Keystone Gator Hotel Campus Property Address: 7417 W Newberry Rd
City: Gainesville State: FL Zip: 32605 Phone: (352) 332 - 7500
Tax Parcel #: 06655 - 013 - 000 Section: 4 Township: 10 Range: 19 Grant: NA
Total Acreage: 3.3 Zoning: Highway Oriented Busin Land Use: Tourist/Entertainment

TYPE OF REQUEST

☐ Rezoning	From: _____ To: _____
☒ Special Use Permit	For: <u>Homeless Shelter (Transient Housing for Veterans)</u>
☐ Minor Special Use Permit	For: _____
☐ Special Exception	For: _____
☐ Minor Special Exception	For: _____

CERTIFICATION

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I hereby grant the appropriate County personnel permission to enter the subject property during reasonable hours so that they may investigate and review this zoning request.

Signature of Applicant/Agent: C. David Coffey

Date: 3/25/11

Applications shall be submitted no later than 4:00 PM on the submittal deadline date



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

REQUIRED ATTACHMENTS

The following items must accompany your application at the time of submittal. No applications will be accepted without these attachments. Please submit the application fee, check made payable to Alachua County Board of County Commissioners, one paper copy and one digital copy of the following:

- ☒ Proof of neighborhood workshop, where applicable.
- ☒ Legal description.
- ☒ Property Owner's Affidavit, notarized.
- ☒ Proof of payment of taxes on all parcels.
- ☒ Detailed directions to the site.
- ☒ Detailed description of request and an explanation of why the request is consistent with the County's Comprehensive Plan and Unified Land Development Code.
- ☒ Survey or scaled drawing of property showing boundaries of property and adjacent properties, roads, easements, and all structures on site.
- ☒ Proposed site plans, no larger than 11" by 17", for all Special Use Permits, Special Exceptions, and Rezonings to RM or RM-1. Site plans should display the following:
 - ☒ Property boundaries and dimensions.
 - ☒ Existing and proposed buildings, additions, or structures, with distances from the property boundaries shown.
 - ☒ Streets, sidewalks, drives, parking and loading areas, and similar features.
 - ☒ Proposed landscape plan, if applicable.
- ☒ Environmental Resources Checklist, conducted by a qualified professional (certain requests may require a more extensive natural resources assessment).
- ☐ Additional requirements (listed separately) for Special Use Permits for Mining Operations, Excavation and Fill Operations, and for Personal Wireless Services Facilities.
- ☐ Other _____
Planning staff reserves the right to require additional information for all applications where such submission is necessary to insure compliance with applicable criteria in the individual case.
- ☒ A digital copy of each of the above, in either Microsoft Word or Adobe PDF format.

Proof of Neighborhood Workshop



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

MAILED NOTICE AFFIDAVIT

Application No. _____

March 9, 2011

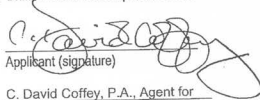
Mailing Date _____

Mailed Notice for (check one):

- ☒ Neighborhood Workshop
☐ Public Meeting

BEFORE ME personally appeared C. David Coffey, who after being duly sworn, and upon personal knowledge, deposes and says:

Notice for the above application was deposited in the mail at least 15 days prior to the scheduled neighborhood workshop or public meeting, and complied with all applicable content and procedural requirements of §402.13 and §402.14 of the Alachua County Unified Land Development Code.


Applicant (signature)

C. David Coffey, P.A., Agent for

Name of Applicant (printed)
Alachua County Housing Authority

STATE OF FLORIDA
COUNTY OF ALACHUA

SWORN AND SUBSCRIBED BEFORE ME

THIS 9th DAY OF March, 2011

BY C. David Coffey

WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION

(TYPE OF IDENTIFICATION)



(SEAL ABOVE)

Linda F. Johnson
Linda F. Johnson

Notary Public, Commission No. EE 060713
(Name of Notary typed, printed, or stamped)

My Commission expires: 2-26-15



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

MAILED NOTICE AFFIDAVIT

Application No. _____

March 9, 2011

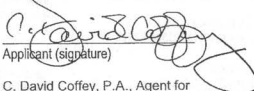
Mailing Date _____

Mailed Notice for (check one):

- ☒ Neighborhood Workshop
☐ Public Meeting

BEFORE ME personally appeared C. David Coffey, who after being duly sworn, and upon personal knowledge, deposes and says:

Notice for the above application was deposited in the mail at least 15 days prior to the scheduled neighborhood workshop or public meeting, and complied with all applicable content and procedural requirements of §402.13 and §402.14 of the Alachua County Unified Land Development Code.


Applicant (signature)

C. David Coffey, P.A., Agent for
Name of Applicant (printed)
Alachua County Housing Authority

STATE OF FLORIDA
COUNTY OF ALACHUA

SWORN AND SUBSCRIBED BEFORE ME

THIS 9th DAY OF March 2011
BY C. David Coffey

WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION

(TYPE OF IDENTIFICATION)



(SEAL ABOVE)

Linda F. Johnson
Linda F. Johnson

Notary Public, Commission No. EE 060713 My Commission expires: 2-26-15
(Name of Notary typed, printed, or stamped)

06331-002-001
GEORGE WANG
7516 W NEWBERRY RD
GAINESVILLE, FL 32606-6728

06331-002-002
GEORGE WANG
7516 W NEWBERRY RD
GAINESVILLE, FL 32606-6728

06332-000-000
BANK OF AMERICA
101 N TRYON ST
CHARLOTTE, NC 28255

06336-001-000
REALTY INCOME PROPERTIES INC
PO BOX 460069
ESCONDIDO, CA 92046-0069

06336-001-001
PROGRESSIVE RESTAURANTS INC
602 S MAIN ST
GAINESVILLE, FL 32601-6718

06336-001-002
GAIN CAPITAL LLC
18205 BISCAYNE BLVD STE 2202
AVENTURA, FL 33160

06336-002-000
LEWCO INC
PO BOX 1282
GAINESVILLE, FL 32602-1282

06336-003-000
J D TRUSTEE BALDWIN
PO BOX 90136
GAINESVILLE, FL 32607-0136

06654-003-001
THE EMORY GROUP
2145 SW 94TH TER
GAINESVILLE, FL 32607

06654-006-000
ALLIED TIRE SALES INC
1144 E MARKET ST DEPT 824
AKRON, OH 44316

06654-008-000
ATLANTIC DUTCH INC
3111 NW 58TH BLVD
GAINESVILLE, FL 32606-8519

06654-010-000
KIWI OF GAINESVILLE INC
3111 NW 58TH BLVD
GAINESVILLE, FL 32606

06655-009-000
INC L T ENTERPRISES OF
GAINESVILLE
7349 W NEWBERRY RD
GAINESVILLE, FL 32605

06655-013-000
LLLP KEYSTONE GATOR HOTEL
CAMPUS
3520 PIEDMONT RD NE STE 410
ATLANTA, GA 30305

06655-013-001
KEYSTONE NEWBERRY LLC
5079 N DIXIE HWY
FT LAUDERDALE, FL 33334-4000

06655-013-002
DANLY GROUP OF GAINESVILLE
LLC
10105 AVENIDA DEL RIO
DELRAY BEACH FL 33446-2423

06655-014-000
JAMES L T & M UNITED CORP
402 HIGH POINT DR #A STE 101
COCOA, FL 32926

06656-066-001
GERALD SCHACKOW
4545 NW 8TH AVE STE B
GAINESVILLE, FL 32605

06656-002-000
INC GAINESVILLE ANIMAL
HOSPITAL
7615 W NEWBERRY RD
GAINESVILLE, FL 32606

06656-002-001
DOSHI ENTERPRISES INC
27659 SE 19TH HIGHWAY
OLD TOWN, FL 32680-9657

06656-002-002
REALTY INCOME PROPERTIES INC
PO BOX 460069
ESCONDIDO, CA 92046-0069

06656-002-003
RALLY CAR WASH SYSTEMS INC
2121 NW 67TH PL
GAINESVILLE, FL 32653-1603

06656-002-004
& SCHUETH JR GRUNTHAL III &
PENNINGTON III
45 W BAY ST STE 203
JACKSONVILLE, FL 32202-3632

06656-002-006
WH CAPITAL LLC
3290 NORTHSIDE PARKWAY STE 385
ATLANTA, GA 30327

06656-002-007
LE & TRAN H/W
5323 NW 45TH LN
GAINESVILLE, FL 32606

06656-002-008
13/13 CAPITAL LLC
12783 BAY PLANTATION DR
JACKSONVILLE, FL 32223

06656-002-009
CITY OF GAINESVILLE
PO BOX 490 MS 58
GAINESVILLE, FL 32602

06656-002-010
ROBERT DEROCHEMONT
537 NE 7TH AVE
GAINESVILLE, FL 32601

06656-002-012
DEAN W NAPPY
11303 SW 10TH LN
GAINESVILLE, FL 32607-1222

06656-002-014
INC BELL SOUTH
TELECOMMUNICATIONS
PO BOX 7207
BEDMINSTER, NJ 07921

Easy Peel® Labels
Use Avery® Template 5160®

▲
Feed Paper

Bend along line to
expose Pop-Up Edge™

 **AVERY®** 5260™

06656-002-015

CHARLES T TRUSTEE FLETCHER
8115 SW 1ST PL
GAINESVILLE, FL 32607-1520

06656-002-016

J C C SUNG
5200 NW 43RD ST # 102 311
GAINESVILLE, FL 32606-4484

06656-002-017

SUNG & SUNG TRUSTEES
5200 NW 43RD ST # 102 311
GAINESVILLE, FL 32606-4484

www.elsevier.com/locate/jmr

THE COMMENTATORS

No-fly zone could easily ground Libyan air force

The Obama administration has downplayed the risks of continued instability.

This is a pretty easy problem, in crying out loud. For all the hard-swinging in Whodunnit about a no-fly zone over Libya, that's the worst of it. One, Maury McPeak, a former Air Force pilot of war. His show more than 3,000 hours, half of them in fighter aircraft, and helped answer the key issues in Iraq and the Atlantic, and he's currently registered by what he calls the "willing and powerful of men" about improving work

"I can't imagine an easier military problem," McPeak told me. "If we can't impose a no-fly zone over a not even third-rate military power like Libya, then we ought to make a hell of a lot of our military budget and spend it on some-

It's consistent. "Just flying a few jets across the top of the formation would probably be enough to provide the Lillys air flow, which is the objective," Maffuck added. That there would be no need to maintain M/T coverage over

Along with a no-fly zone, another important step would be to cut U.S.

As he acknowledged, any intervention in the Balkans would be a self-defeating mission, and, in any case, the United States has no military assets in the region.

The secretary of defense, Robert Gates, has said that a military move would be "a big operation in a big country" and "we do



defection system that lifePeak sold that the safety issue would be important over three years.

NICHOLAS KRISTOF

The tide in Libya seems to have shifted with the Gaddafi forces reimposing control over Tripoli and much of western

Lately, New Zealand is systematically using its airpower to gain ground even in the east. As the International Institute for Strategic Studies, an arms analysis group in London, noted this week, "The major advantage of the pro-regime forces at the moment is their ability to deploy at

Sen. John Kerry, the chairman of the Foreign Relations Committee, told me that he intends to serve a no-fly zone—along with the jamming of communist broadcasts—as soon as is practical. "The last thing you want is a 20-year debate on

"We would not have to send any ground troops to Libya, and a no-fly zone would be initiated at the request of Libyan rebel forces and at the 'demand' of six Arab countries in the Gulf. The Arab

"I don't think its particularly constructive for our long-term strategic interests, as well as for our voters, to say Godwin has to go," Enry told me, "but then, after a schismatic, unchristianized, out-of-

Nicholas Kristof writes for *The New York Times*.

Another federal police force won't help things

The enforcement agency's proposed budget is up 30 percent to \$47 million.

I feel that this conveyance needs to be a small sign as a long-term political statement, the last thing it is today is another federal policy that that is what I want to be big. According to press reports, the

Inspector General for the Private Assets Relief Program has installed crime-fighting wall that appears expounding despite the fact that amount of Treasury large more than Fair-Child at the same. Culture under USRP has been spread and

Now it appears that in addition to the \$100 million, the AIG will have to contribute \$100 million to the insurance company.

The new kid on the block has an important message: all across the U.S. their next new action jackets come with the block letters "TIGERAGENT." It says, "STAYSAFE." It just so there can be no misreading.

And to further back up the long-

the restaurants, where people serve in their sharp pencils in their shoulder holsters. They have badges, guns, back jackets and key-*chain* neck rings engraved for their own in Alcatraz, New York, Long Beach and San Francisco. Things like *Chasing* and *Red Hot* lights

That's why for the most significant issues placed by the hand of SECTA. Not forgetting, why, Knapen points is leaving at the end of the month.

None of this is terribly scary when one realizes that the front-line battle has not even begun.

good
kicks
worth
a three-
inning
outing.
Special

**DAN K.
THOMASSEN**

that their operations are exponentially

And she says? The answer is emphatically "yes!" Age is irrelevant when it comes to silly humorists who know what they are doing. And she says: "I'm not a humorist. I'm a writer."

...the most Al
...and
...reported
...tion.
...to the
...the

When one thinks of the big time award shows these days, the word is Bernard Macfadyen. It took a lifetime his agent to nail him a few Dailies one-handed.

...the man trying to recover some of the health he still has gained the shillings for their heart by watching life through them, as much as that depression and the damage to his family were caused by his depression and the need to...

However, that's a tragedy that a new breed of federal police recruits have studied even with all that new equipment and those fancy jets.

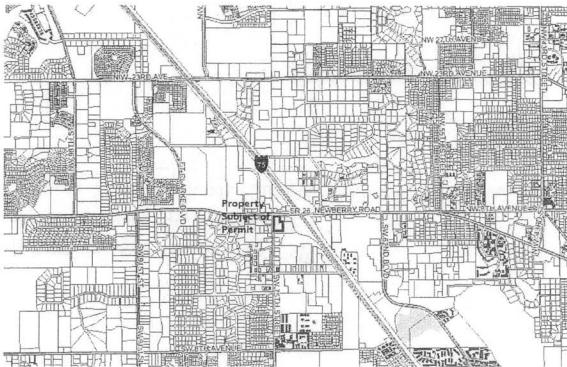
Don K. Thompson is the former editor of the Scripps Howard News Service. E-mail him at thompson@scripps.com.

[illegible][illegible]

Public Notice

A **neighborhood workshop** is being held to discuss a special use permit for Tax Parcel 06655-013-000 consisting of approximately 3.3 acres located just east of the intersection of Newberry Road (SR 26) and S.W. 75th Street. The property is designated Tourist/Entertainment on the Alachua County Future Land Use Map and is zoned Highway Oriented Business Services. The proposed special use permit is needed to allow the re-use of an existing building to provide transitional housing for veterans, a use that is classified as a homeless shelter by the County Unified Land Development Code and requires a special use permit. The existing building is located at 7417 W. Newberry Road.

This is not a public hearing. The purpose of this meeting is to inform neighbors about the proposed application and receive public comments.



Date: March 24, 2011
Time: 6:00 p.m.
Location: Law Office of
C. David Coffey, P.A.
Haile Village Center
5346 SW 91st Terrace
Gainesville, FL 32608

For further information, contact Linda Johnson
at 335-8442.

Neighborhood Workshop Sign-in Sheet

3/24/2011

Name	Address	Phone	E-mail
Luis GONZALEZ (Sport Authority)	7400 W Newberry GAINESVILLE FL	352 331-2235	store 3679 the sports Authority .com

Vianne Marchese 1604 SE 3rd Ave (352) 548-1800
vianne.marchese@va.gov

Bob deRocheumont

Rick Bernal

Rhonda Stromman Alachua County Housing Authority
703 NE 1st St. GNV FL 32601
352-372-2549 rhonda@acha-fl.com

Summary of Neighborhood Workshop

Holly Blumenthal, Esq. introduced the project and used Bing satellite images to show the exact location of the property. Attendees were also able to view a site plan of the property. Vianne Marchese, from the North Florida / South Georgia Veterans Health System provided details on the nature of the project and answered questions from participants. Rhonda Stroman from the Alachua County Housing Authority (ACHA) also participated in the discussion.

Three members of the public attended the workshop. The following is a summary of the questions asked and the issues raised at the workshop.

- Whether residents would be loitering around the hotel or at nearby properties.
- Whether an onsite manager and a social worker would be enough to manage the number of residents living at the hotel.
- What are the criteria for acceptance into the program.
- Whether residents would have enough activities to occupy themselves during the day.
- Whether residents will be employed.
- Whether residents will be able to stay on site all day.
- If the veterans are disabled and thus not working what will they do all day; what is a typical day like?
- How will veterans provide for their necessities like food and toiletries?
- Will the restaurant be operated?
- Whether residents would panhandle in the area.
- Whether residents would have guests loitering at the property.
- Who would they contact if someone is panhandling?
- What happens to people kicked out of the program? Where would they go?
- Other programs in town that were discussed are much smaller in scale.
- Will it result in higher crime?
- Can participants have felonies?
- Are background checks done on participants?
- How long have the people been homeless?
- Why would someone who has had problems for fifty years suddenly turn around because of this program?
- What keeps people from using rooms not being used by vets?
- Will it be gated or have a security system in place?
- Concern that adjacent hotel will become magnet for homeless people who find out they can't use Gainesville hotel.
- Need security to ensure that only residents allowed in the building.

- Whether other sites are being considered.
- What happens if VA decides not to fund it; could it turn into a homeless shelter?
- Whether the facility would attract homeless persons to the area.
- Whether the residents would be provided with an income.
- Whether they could see examples of similar facilities.
- Whether the facility will decrease property values of nearby businesses.
- Whether the facility will result in enough problems for nearby businesses that business owners end of losing their business.
- Whether the property will be adequately maintained.

Legal Description

INSTRUMENT # 2222660
7 PGS

Exhibit "A"

LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN SOUTH $0^{\circ}50'48''$ EAST ALONG THE WEST LINE OF SAID SECTION 100 FEET, THENCE RUN NORTH $89^{\circ}26'12''$ EAST 40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF STATE ROAD NO. 26 AND THE POINT OF BEGINNING, THENCE CONTINUE NORTH $89^{\circ}26'12''$ EAST ALONG SAID RIGHT OF WAY 418.51 FEET, THENCE RUN SOUTH $0^{\circ}50'48''$ EAST 200 FEET, THENCE RUN NORTH $89^{\circ}26'12''$ EAST 289.95 FEET TO THE WESTERLY RIGHT OF WAY OF SAID INTERSTATE ROAD NO. 75, THENCE RUN SOUTH $13^{\circ}37'23''$ EAST ALONG SAID RIGHT OF WAY 232.32 FEET TO THE P.C. OF A CURVE HAVING AN INTERNAL ANGLE OF 65° , A RADIUS OF 385 FEET A TOTAL LENGTH OF 456.77 FEET, AND BEING CONCAVE TO A NORTHEASTERLY DIRECTION, THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE A DISTANCE OF 275.99 FEET, THENCE RUN SOUTH $89^{\circ}26'12''$ WEST 908.2 FEET TO THE EAST RIGHT OF WAY OF A 90 FOOT ROAD, THENCE RUN NORTH $0^{\circ}50'48''$ WEST ALONG SAID RIGHT OF WAY 651.31 FEET TO THE POINT OF BEGINNING. ALL BEING AND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, CONTAINING 10 ACRES MORE OR LESS.

LESS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN SOUTH $0^{\circ}50'48''$ EAST ALONG THE WEST LINE OF SAID SECTION 100 FEET, THENCE RUN NORTH $89^{\circ}26'12''$ EAST 283.51 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF STATE ROAD NO. 26 AND THE POINT OF BEGINNING, THENCE RUN NORTH $89^{\circ}26'12''$ EAST ALONG SAID RIGHT OF WAY 175 FEET, THENCE RUN SOUTH $0^{\circ}50'48''$ EAST 200 FEET, THENCE RUN SOUTH $89^{\circ}26'12''$ WEST 175 FEET, THENCE RUN NORTH $0^{\circ}50'48''$ WEST 200 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA

LESS & EXCEPT:

(O.R. BOOK 1715, PAGE 348)

A STRIP OF LAND, BEING 4.00 FEET IN WIDTH, LYING AND BEING IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST AND RUN THENCE SOUTH $00^{\circ}50'48''$ EAST ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 135.00 FEET; THENCE RUN NORTH $89^{\circ}26'12''$ EAST, 40.00 FEET TO A POINT ON THE EAST LINE OF COUNTY ROAD 29 (TOWER ROAD, SW 75TH STREET) FOR THE POINT OF BEGINNING; THENCE RUN NORTH $89^{\circ}26'12''$ EAST 4.00 FEET; THENCE RUN SOUTH $00^{\circ}50'48''$ EAST 616.31 FEET, THENCE RUN SOUTH $89^{\circ}26'12''$ WEST 4.00 FEET TO THE EAST LINE OF COUNTY ROAD 29 (TOWER ROAD, SW 75TH STREET), THENCE RUN NORTH $00^{\circ}50'48''$ WEST,

INSTRUMENT # 2222660

7 PGS

ALONG THE EAST LINE OF SAID COUNTY ROAD 29, A DISTANCE OF 616.31 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT: (OUT PARCEL)

A STRIP OF LAND, BEING 80.00 FEET IN WIDTH, LYING AND BEING IN THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN THENCE SOUTH 00°50'48" EAST ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 135.00 FEET; THENCE RUN NORTH 89°26'12" EAST, 44.00 FEET; THENCE RUN SOUTH 00°50'48" EAST 536.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°50'48" EAST, 80.00 FEET; THENCE NORTH 89°25'42" EAST, 343.62 FEET; THENCE NORTH 07°56'11" WEST, 80.67 FEET; THENCE SOUTH 89°25'42" WEST, 333.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.622 ACRES, MORE OR LESS.

687589.1

TO A

INSTRUMENT # 2222660
7 PGS

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Easement dated May 11, 1966, recorded in Official Records Book 385 Page 412 of the Public Records of Alachua County, Florida.
2. Easement dated December 28, 1966, recorded in Official Records Book 422 Page 135 of the Public Records of Alachua County, Florida.
3. Cross Grants of Perpetual Drainage Easements dated March 28, 1986, recorded April 15, 1986 in Official Records Book 1622 Page 136, as amended in Amendment to Cross Grants of Perpetual Drainage Easements dated September 14, 1995/ recorded September 20, 1995 in Official Records Book 2029 Page 1894, and as contained in that certain Lien of Judgment recorded in Official Records Book 1671 Page 2768, all of the Public Records of Alachua County, Florida.
4. Developer's Agreement Between Alachua County and Gainesville Properties, Ltd. dated March 24, 1999, recorded September 22, 1999 in Official Records Book 2255 Page 247 of the Public Records of Alachua County, Florida.
5. Resolution 93-64 by Board of County Commissioners of Alachua County, Florida dated August 24, 1993, recorded October 6, 1993 in Official Records Book 1929 Page 839 of the Public Records of Alachua County, Florida.
6. Resolution 96-73 by Board of County Commissioners of Alachua County, Florida dated August 27, 1996, recorded September 5, 1996 in Official Records Book 2078 Page 1999 of the Public Records of Alachua County, Florida.
7. State of Florida Department of Transportation Eminent Domain Resolution for State Highway System Projects dated February 5, 1997, recorded February 7, 1997 in Official Records Book 2098 Page 1062 of the Public Records of Alachua County, Florida.

INSTRUMENT # 2222663

7 PGS

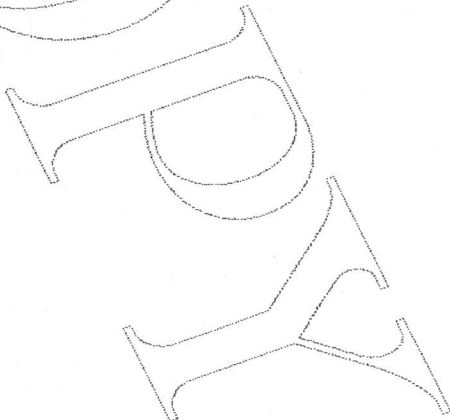
EXHIBIT "C"

(OUT PARCEL)

A STRIP OF LAND, BEING 80.00 FEET IN WIDTH, LYING AND BEING IN THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN THENCE SOUTH 00°50'48" EAST ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 135.00 FEET; THENCE RUN NORTH 89°26'12" EAST, 44.00 FEET; THENCE RUN SOUTH 00°50'48" EAST 536.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°50'48" EAST, 80.00 FEET; THENCE NORTH 89°25'42" EAST, 343.62 FEET; THENCE NORTH 07°56'11" WEST, 80.67 FEET; THENCE SOUTH 89°25'42" WEST, 333.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.622 ACRES, MORE OR LESS.

663231.3



Property Owner's Affidavit

Proof of Payment of Taxes

Tax Record

Last Update: 3/25/2011 11:03:38 AM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
06655-013-000	REAL ESTATE	2010			
Mailing Address KEYSTONE GATOR HOTEL CAMPUS LL 5079 N DIXIE HWY FT LAUDERDALE FL 33334		Physical Address 7417 W NEWBERRY RD GEO Number 04-10-19-06655013000			
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail NO EXEMPTIONS Legal Description 7417 W NEWBERRY RD COM AT NW COR OF SEC RUN S 100 FT E 40 FT TO POB CONT E 243.50 FT S 200 FT E 464.95 FT TO W/LY R/W OF IR NO 75 THENCE RUN SE/LY ALONG R/W 508.31 FT THENCE W 908.2 FT N 651.31 FT TO POB (LESS COM NW COR SEC S 135 FT E 44 FT S 536.23 FT POB S 80 FT E See Tax Roll For Extra Legal	Millage Code 0400 Escrow Code				
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Amount
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.3763	6,190,200	0	\$6,190,200	\$51,850.97
CNTY DEBT LL	0.2500	6,190,200	0	\$6,190,200	\$1,547.55
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.3638	6,190,200	0	\$6,190,200	\$8,442.19
LIBRARY BONDS	0.1098	6,190,200	0	\$6,190,200	\$679.68
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL GENERAL	5.4840	6,190,200	0	\$6,190,200	\$33,947.06
SCHL DISCRNRY & CN	0.9980	6,190,200	0	\$6,190,200	\$6,177.82
SCHL BOND 5	0.3750	6,190,200	0	\$6,190,200	\$2,321.33
SCHOOL VOTED	1.0000	6,190,200	0	\$6,190,200	\$6,190.20
SCHL CAP26 PROJECT	1.2500	6,190,200	0	\$6,190,200	\$7,737.75
ST JOHNS RIVER WATER MGT DISTR	0.4158	6,190,200	0	\$6,190,200	\$2,573.89
MUNICIPAL SERVICES TAXING UNIT					
UNINCORP. SERVICES	0.4124	6,190,200	0	\$6,190,200	\$2,552.84
SHERIFF LAW ENFORCE	1.6710	6,190,200	0	\$6,190,200	\$10,343.82
FIRE PROTECTION SERV	1.3391	6,190,200	0	\$6,190,200	\$8,289.30
Total Millage	23.0452	Total Taxes			\$142,654.40
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
R810	SOLID WASTE MANAGEMENT	\$855.77			
Total Assessments					\$855.77
Taxes & Assessments					\$143,510.17

If Paid By	Amount Due
11/30/2010	\$137,769.76
12/31/2010	\$139,204.86
1/31/2011	\$140,639.97
2/28/2011	\$142,075.07
3/31/2011	\$143,510.17

Prior Year Taxes Due

NO DELINQUENT TAXES

[Click Here To Pay Now](#)

Directions to the Site

Directions to Subject Property

Directions from Downtown Gainesville, Florida:

1. Head west on University Avenue.
2. Continue onto West Newberry Road.
3. Make a U-turn at NW 75th St.
4. Turn right into parking lot of Gainesville Hotel and Conference Center.

Description of Request
and
Statement of Consistency

Description of Request

Overview of Gainesville Hotel Transitional Veterans Housing

The Alachua County Housing Authority (ACHA) is requesting a Special Use Permit (SUP) to allow utilization of existing hotel rooms on the subject property to provide transitional housing for qualifying veterans (hereafter "Gainesville Hotel"). The Alachua County Land Development Code defines the proposed use to be a 'homeless shelter.' The future land use designation of Tourist/Entertainment and the implementing zoning district of Highway Oriented Business Services specifically allow the proposed use by 'Special Use Permit.'

While the proposed use falls within the county's definitions of a 'homeless shelter' it differs greatly from a traditional homeless shelter in that it provides a 'home' or 'residence' for qualified veterans rather than just overnight shelter which is typical for 'homeless shelters.' Residents will be assigned to Gainesville Hotel by the United States Department of Veterans Affairs. Each resident will have access to their 'home' at Gainesville Hotel twenty-four hours a day, seven days per week. During their maximum two-year residency, not only will the residents not be 'homeless', but they will also be provided extensive supervision and assistance leading to permanent housing at the conclusion of their residency at Gainesville Hotel. Each resident is required to participate in programs designed to facilitate reintegration into the community and placement in permanent housing.

The ever-expanding Veterans Affairs Medical Center in Gainesville continues to draw more and more veterans into the area with many needing the type of services to be offered by the Gainesville Hotel. There is insufficient capacity among existing service providers in the area to accommodate all of our qualifying veterans.¹ A survey conducted in 2005 found that nearly 40% of homeless adults in Alachua County are veterans, which is significantly higher than the percentage found in the United States as a whole.² By addressing the housing needs of veterans, this project stands to significantly move forward implementation of the Gainesville/Alachua County 10-year Plan to End Homelessness by creating a secure and stable living environment for qualifying veterans in Alachua County and providing a structured, individually designed

¹ A 2004 survey estimated that on any given night, 52% of the homeless population in Alachua County was without any type of shelter. Gainesville/Alachua County 10-year Plan to End Homelessness Page 6 (2005).

² The Gainesville/Alachua County 10-year Plan to End Homelessness estimates that 28% of homeless people in Alachua County are veterans; the Department of Veterans Affairs National Center on Homelessness Among Veterans estimates that 15% of the homeless population in the United States as a whole are veterans. See "What We Know" available at http://www1.va.gov/HOMELESS/NationalCenter_Mission.asp

case management plan focused on treatment, personal development, self-sufficiency, and reintegration into the community. Program participants will have access to a full array of services available to them through the Malcolm J. Randall VA Medical Center and its associated programs as well as on-the-job training provided by ACHA. Each veteran will be assigned a case manager who will monitor, assess, and assist them through the program. Veterans successfully completing the program will be guaranteed affordable housing.

Gainesville Hotel has 152 rooms.. Residents will be allowed to stay in the program for a maximum of two years. ACHA will own and operate Gainesville Hotel. In addition to providing on-site resident counselors who will deal with day-to-day operations, ACHA will provide maintenance personnel, and Housing Quality Standard inspections. The property will comply with all local regulatory requirements as well as applicable federal and state laws and regulations. Gainesville Hotel is being funded through a grant from the United States Department of Veterans Affairs as well as matching local funds. The U.S. Department of Veterans Affairs will maintain continuing oversight of the project to ensure compliance with all federal regulations governing the transitional housing program.

No new development activity is proposed on the site. Only building modifications necessary to ensure compliance with applicable fire and building code regulations will be required.

ACHA is a nonprofit public housing authority, established by the Alachua County Board of Commissioners in 1967 to assist low-income and disadvantaged members of the community in obtaining housing. ACHA will own and operate Gainesville Hotel in partnership with the North Florida/South Georgia Veterans Health System.

Comprehensive Plan Consistency.

The proposed use is consistent with the applicable Alachua County Comprehensive Plan 2020 goals, objectives, and policies as summarized below:

Future Land Use Element

Policy 5.1.1 Potential locations for major future institutional uses are identified on the Future Land Use Maps. Institutional uses may be allowed in other land use categories designated on the Future Land Use Map, and implemented in accordance with the guidance and policies within this Section 5.0., and within the Comprehensive Plan as a whole.

Policy 5.1.2 The following uses are considered institutional and governmental uses in Alachua County:

- b. Community Services (e.g. civic and government facilities, fire and emergency services, law enforcement, health facilities, community service organizations, correctional facilities).*

Policy 5.4.6 Community Service Organizations: Community Service Organizations, such as voluntary organizations and clubs engaged in civic, charitable, and related activities, shall be considered as institutional uses. Special provisions shall be made in the land development regulations to address the unique needs of those uses, including criteria regarding site size, scale, and dimensions, building coverage, parking, buffering, access, clientele, and other impacts. Some activities not typical for residential areas such as the provision of temporary residences, homeless shelters, and community residential homes not otherwise exempted by Florida Statutes may be allowed in the urban cluster through the special use permit process. New homeless shelters shall be subject to performance criteria regarding site, size, scale, and dimensions, building coverage, parking, buffering, access, and other impacts.

Consistency: *Policy 5.4.6 indicates that homeless shelters are considered a community service and Policy 5.1.2 indicates that community services are institutional uses. Additionally, Policy 5.1.1 states that institutional uses may be allowed in other land use categories (such as the Tourist/Entertainment designation on the subject property). As of the date of this application, the County has not adopted the performance criteria for new homeless shelters called for in Policy 5.4.6.*

Policy 5.2.1 The following criteria shall determine the appropriateness of potential institutional locations and uses requiring special use permits shall be demonstrated prior to establishing the institutional use:

- a. Optimum service area.*
- b. Optimum operating size.*
- c. Access to clientele.*
- d. Compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.*
- e. Nature of service provision.*
- f. Needs of the clientele.*
- g. Availability and adequacy of public infrastructure to serve the particular use.*
- h. Preservation and strengthening of community and neighborhood character through design.*
- i. Consistency with the goals, objectives, and policies of the Conservation and Open Space Element.*

Policy 5.2.2 Institutional facilities shall be designed and located for integration into the surrounding community. Land use decisions concerning location of institutional uses shall take into consideration environmental justice.

Consistency: These policies indicate that institutional land uses shall not be located where they would have an adverse impact on surrounding land uses. The property will continue its appearance as a hotel carrying forward the seamless integration into the surrounding community that exists today. All residents will be monitored by onsite management and case managers to ensure that Gainesville Hotel is a good neighbor. The change in use is not expected to create any additional impacts upon the surrounding uses since the project will use an existing hotel building and will not be increasing the number of rooms.

- **Service Area:** The Gainesville Hotel will serve qualified veterans located in Alachua County. The proposed location is ideal because of its proximity to public transit, major highways, a variety of employment opportunities, grocery stores, and casual dining.
- **Operating Size:** The hotel can accommodate up to 152 residents; this should substantially further the County's goals of reducing visible homelessness within the community.
- **Compatibility:** Gainesville Hotel will maintain its outward appearance as a hotel and there will be no increase in the scale or intensity of use. It is not expected that there will be any increase in noise, lighting, traffic generation, or odors from the change in use. Alachua County Housing Authority will own and maintain the facility and will ensure that the property is well maintained. The hotel will have 24-hour supervision by onsite management and each resident will have a case manager assigned to supervise the reintegration of the resident into the community. Residents will have access to their rooms at all times.
- **Nature of Service:** Gainesville Hotel will provide a secure and stable living situation for veterans who have been assigned to Gainesville Hotel by the United States Department of Veterans Affairs. Qualified veterans may live at the site for up to two years before being transitioned into permanent housing. Veterans within the program will have access to services through the Malcolm J. Randall V.A. Medical Center and its associated programs, including primary health care, mental health care, referral services, and individual case management. Additionally residents will be provided bus passes, access to on-the-job training programs, education, clothing, food stamps, and other basic supplies. Residents will be required to comply with all ACHA and VA rules including a prohibition against the use of alcohol and illicit drugs during their residency.
- **Needs of Clientele:** Homeless veterans need a stable living situation, access to healthcare and social services, food and other basic supplies. Gainesville Hotel will fulfill these needs.
- Gainesville Hotel is near major highways and within walking distance of public transportation. The Hotel is already connected to sewer, water, electricity and

other public infrastructure. It is not expected that there will be any increased impact on public infrastructure.

- Community and Neighborhood character: The property will retain the outward appearance of a hotel thus preserving the character of the area as a tourist oriented business area.

Policy 2.1.1 Different levels of Activity Centers are identified and designated on the Future Land Use Map based on the primary and secondary functions, market size and area, and intensity.

1. *Activity Centers shall be identified as high, medium or low intensity:*
 - a. *High activity centers have cumulative development at the level of a regional shopping center, or have an equivalent concentration of a mix of office, institutional, or industrial activities.*
 - b. *Employment oriented activity centers shall have institutional, industrial, or office as the primary use.*
 - c. *Secondary uses for activity centers may include residential, retail, service, institutional, or office.*
 - d. *Mixed Use activity centers shall have a balanced mixture of residential, commercial, institutional, and office uses.*

Consistency: The site is located in the Oaks Mall Activity Center which has been designated by Policy 2.5.3 as a high activity/ mixed use/ retail oriented center. Homeless shelters are designated as institutional uses by the Comprehensive Plan (Future Land Use Policies 5.1.2 & 5.4.6) and institutional uses are allowed in both high and mixed-use activity centers and as a secondary use in retail oriented activity centers. Additionally, Policy 5.1.1 states that institutional uses may be allowed in areas not specifically designated as institutional land use if they comply with section 5.0 (Institutional Uses) and the Comprehensive Plan as a whole.

Policy 2.5.3 Activity Center Plan - Oaks Mall Activity Center

1. General

- a. *It is the intent of this Activity Center Plan to promote the area surrounding the interchange of Interstate 75 and State Road 26 as a high-intensity regional focal point. In so doing, it should be developed as a mixed use center, allowing for the general land use classifications identified on the Activity Center Plan map. Individual quadrants of the center should include a mix of complementary uses, including retail, employment, services, and, where possible, residential uses so as to reduce overall traffic impact and promote pedestrian activity.*

2. Land Use

- a. *Future land uses shall be governed by the land use classifications on the Activity Center map. Higher density residential uses are encouraged within the Activity Center on land designated for commercial use.*

Consistency: The Gainesville Hotel transitional housing will contribute to the mix of uses within the activity center.

Policy 3.10 Tourist/entertainment commercial uses are oriented primarily toward providing services for the short term visitor to Alachua County. These commonly include gasoline stations, restaurants, lodging, bed and breakfast, and special entertainment facilities.

Consistency: The property is designated Tourist/Entertainment by the Future Land Use Map: Oaks Mall Activity Center Map—High Activity/Retail. The property will remain a hotel in appearance and will blend in with other existing tourist oriented properties in the area. The presence of restaurants, retail stores, gas stations and the like within the area will contribute to the success of the project by providing places for residents to work and purchase basic needs.

Unified Land Development Code (ULDC) Consistency

The property is located within a Highway Oriented Business Services (BH) zoning district. The applicable regulations state:

Sec. 403.11. Commercial district descriptions.

- (e) *Highway oriented business services (BH) district. The highway oriented business services (BH) district implements the commercial and tourist/entertainment policies of the comprehensive plan and the associated designations on the future land use map. Permitted uses are found on the Use Table in Article II of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of section 404.08 for similar uses is prohibited.*

Sec. 404.38. Homeless shelter, principal use. Homeless shelters as a principal use may be allowed by special use permit in every district except for A, A-RB, and C-1, subject to the following standards.

- (a) *Minimum lot size. The minimum lot area shall be one acre when located within the urban cluster, and three acres when located outside of the urban cluster.*

- (b) *Required setbacks. All principal and accessory buildings shall meet the required setbacks for the zoning district.*

Consistency:

- Zoning: The property is zoned Highway Oriented Business Services (BH). Pursuant to the Use Table found in Chapter 404 of the ULDC, homeless shelters are allowed by special use permit as a principal use in the BH zoning district.
- Lot size: The lot size is approximately 3.3 acres in size.
- As shown on the attached site plan, the buildings meet the required setbacks for the BH zoning district.

Sec. 402.124. Criteria for approval. The board of county commissioners shall, as part of a decision to approve an application for a special use permit, make a finding that an application complies with both the general criteria and the review factors listed below:

- (a) *The proposed use is consistent with the comprehensive plan and ULDC;*
- (b) *The proposed use is compatible with the existing land use pattern and future uses designated by the comprehensive plan;*
- (c) *The proposed use shall not adversely affect the health, safety, and welfare of the public; and*
- (d) *Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:*
 - (1) *Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;*
 - (2) *Off-street parking and loading areas where required, with particular attention to item (1) above;*
 - (3) *The noise, glare or odor effects of the special exception on surrounding properties;*
 - (4) *Refuse and service areas, with particular reference to location, screening and items (1) and (2) above;*
 - (5) *Utilities, with reference to location and availability;*
 - (6) *Screening and buffering with reference to type, dimensions and character;*

(7) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;

(8) Required yards and other open space;

(9) General compatibility with surrounding properties; and

(10) Any special requirements set forth in this ULDC for the particular use involved.

Consistency: These criteria address concerns with ensuring the compatibility of the use with surrounding properties and protection of the public health, safety, and welfare. The change in use will remain compatible with the surrounding area since it will continue to operate as a hotel in outward appearance. Specific criteria are addressed below:

- Ingress and Egress: Access is currently available to the site via Newberry Road. The parking lots and access lanes will not be altered and already provide for sufficient movement of emergency vehicles and cars. It is expected that many residents will not have personal vehicles but will use public transportation instead.
- Off-street parking: The parcel has 178 existing parking spaces, which exceeds the one per room space requirement for hotels. It is expected that many residents will not have personal vehicles so there should be more than adequate parking on the site.
- Noise, Glare or Odor: It is not expected that Gainesville Hotel will produce noise, glare, or odor beyond what would normally exist from a hotel. No physical changes are proposed to the site so that there is no reason to expect any change to the current condition. The property will comply with all applicable criteria related to noise, glare, and odor.
- Refuse and service areas: Dumpsters will be placed to minimize visibility from neighboring businesses and solid waste collection will take place as necessary to minimize odor.
- Utilities: Gainesville Hotel is connected to all utilities and no changes to the existing condition are contemplated.
- Screening and Buffering: No buffering or screening is required between Gainesville Hotel and adjacent developed parcels because they are all in the same zoning district.
- Signs: All signs and exterior lighting on the property will comply with applicable provisions of the Alachua County Land Development Code.

- The existing buildings meet all applicable yard requirements and no modifications or expansions are proposed. Because no new development is proposed, the current open space requirements do not apply.

Survey & Proposed Site Plan

Environmental Resources Checklist



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax: 352.338.3224
<http://growth-management.alachua.fl.us>

Submit to:
Development Services Division

ENVIRONMENTAL RESOURCES ASSESSMENT CHECKLIST

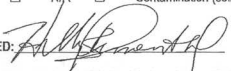
Pursuant to Alachua County Comprehensive Plan 2002, as amended, Conservation Open Space Element Policy 3.4.1, applications for land use change, zoning change, and development approval shall be required to submit an inventory of natural resource information. The inventory shall include site specific identification, analysis and mapping of each resource present on or adjacent to the site. The identification and analysis shall indicate information sources consulted.

Natural Resources Checklist:

Check "Yes" for each resource or resource characteristic identified and discuss and provide supporting material.

Check "N/A" for each resource or resource characteristic not present or otherwise relevant to the application.

- | | | | | |
|-----|--------------------------|-----|-------------------------------------|--|
| Yes | ☐ | N/A | ☒ | Surface Waters (ponds, lakes, streams, springs, etc.) |
| Yes | ☐ | N/A | ☒ | Wetlands |
| Yes | ☐ | N/A | ☒ | Surface Water or Wetland Buffers |
| Yes | ☐ | N/A | ☒ | Floodplains (100-year) |
| Yes | ☐ | N/A | ☒ | Special Area Study Resource Protection Areas (Cross Creek, Idylwild/Serenola, etc) |
| Yes | ☐ | N/A | ☒ | Strategic Ecosystems (within or adjacent to mapped areas) |
| Yes | ☐ | N/A | ☒ | Significant Habitat (biologically diverse natural areas) |
| Yes | ☐ | N/A | ☒ | Listed Species/Listed Species Habitats (FNAI S1, S2, & S3; State or Federally E, T, SSC) |
| Yes | ☐ | N/A | ☒ | Recreation/Conservation/Preservation Lands |
| Yes | ☐ | N/A | ☒ | Significant Geological Features (caves, springs, sinkholes, etc.) |
| Yes | ☐ | N/A | ☒ | High Aquifer Recharge Areas |
| Yes | ☐ | N/A | ☒ | Wellfield Protection Areas |
| Yes | ☐ | N/A | ☒ | Wells |
| Yes | ☐ | N/A | ☒ | Soils |
| Yes | ☐ | N/A | ☒ | Mineral Resource Areas |
| Yes | ☐ | N/A | ☒ | Topography/Steep Slopes |
| Yes | ☐ | N/A | ☒ | Historical and Paleontological Resources |
| Yes | ☐ | N/A | ☒ | Hazardous Materials Storage Facilities |
| Yes | ☐ | N/A | ☒ | Contamination (soil, surface water, ground water) |

SIGNED: 

PROJECT # _____

DATE: 3-25-2011

For assistance please visit the Alachua County Environmental Protection Department (ACEPD) website at <http://www.alachuacounty.us/government/depts/epd/natural/devchecklist.aspx> or contact ACEPD at (352) 264-6800. (version 5/20/05)



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

ZONING APPLICATION

For Rezoning (except Planned Developments) and Special Use Permits and Special Exceptions (including Minor SUP's and SE's).

GENERAL INFORMATION (BY APPLICANT/ AGENT)

Applicant/Agent: C. David Coffey, P.A. Contact Person: C. David Coffey
Address: 5346 S.W. 91st Ter. Phone: (352) 335 - 8442
Email address: david@dc Coffeylaw.net

SUBJECT PROPERTY DESCRIPTION

Property Owner: Keystone Gator Hotel Campus Property Address: 7417 W Newberry Rd
City: Gainesville State: FL Zip: 32605 Phone: (352) 332 - 7500
Tax Parcel #: 06655 - 013 - 000 Section: 4 Township: 10 Range: 19 Grant: NA
Total Acreage: 3.3 Zoning: Highway Oriented Busing Land Use: Tourist/Entertainment

TYPE OF REQUEST

- | | |
|--|---|
| ☐ Rezoning | From: _____ To: _____ |
| ☒ Special Use Permit | For: <u>Homeless Shelter (Transient Housing for Veterans)</u> |
| ☐ Minor Special Use Permit | For: _____ |
| ☐ Special Exception | For: _____ |
| ☐ Minor Special Exception | For: _____ |

CERTIFICATION

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I hereby grant the appropriate County personnel permission to enter the subject property during reasonable hours so that they may investigate and review this zoning request.

Signature of Applicant/Agent: C. David Coffey Date: 3/25/11

Applications shall be submitted no later than 4:00 PM on the submittal deadline date



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

REQUIRED ATTACHMENTS

The following items must accompany your application at the time of submittal. No applications will be accepted without these attachments. Please submit the application fee, check made payable to Alachua County Board of County Commissioners, one paper copy and one digital copy of the following:

- ☒ Proof of neighborhood workshop, where applicable.
- ☒ Legal description.
- ☒ Property Owner's Affidavit, notarized.
- ☒ Proof of payment of taxes on all parcels.
- ☒ Detailed directions to the site.
- ☒ Detailed description of request and an explanation of why the request is consistent with the County's Comprehensive Plan and Unified Land Development Code.
- ☒ Survey or scaled drawing of property showing boundaries of property and adjacent properties, roads, easements, and all structures on site.
- ☒ Proposed site plans, no larger than 11" by 17", for all Special Use Permits, Special Exceptions, and Rezonings to RM or RM-1. Site plans should display the following:
 - ☒ Property boundaries and dimensions.
 - ☒ Existing and proposed buildings, additions, or structures, with distances from the property boundaries shown.
 - ☒ Streets, sidewalks, drives, parking and loading areas, and similar features.
 - ☒ Proposed landscape plan, if applicable.
- ☒ Environmental Resources Checklist, conducted by a qualified professional (certain requests may require a more extensive natural resources assessment).
- ☐ Additional requirements (listed separately) for Special Use Permits for Mining Operations, Excavation and Fill Operations, and for Personal Wireless Services Facilities.
- ☐ Other _____
Planning staff reserves the right to require additional information for all applications where such submission is necessary to insure compliance with applicable criteria in the individual case.
- ☒ A digital copy of each of the above, in either Microsoft Word or Adobe PDF format.

Proof of Neighborhood Workshop



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

MAILED NOTICE AFFIDAVIT

Application No. _____

March 9, 2011

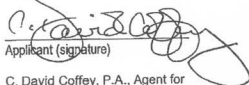
Mailing Date _____

Mailed Notice for (check one):

- ☒ Neighborhood Workshop
☐ Public Meeting

BEFORE ME personally appeared C. David Coffey, who after being duly sworn, and upon personal knowledge, deposes and says:

Notice for the above application was deposited in the mail at least 15 days prior to the scheduled neighborhood workshop or public meeting, and complied with all applicable content and procedural requirements of §402.13 and §402.14 of the Alachua County Unified Land Development Code.


Applicant (signature)

C. David Coffey, P.A., Agent for
Name of Applicant (printed)
Alachua County Housing Authority

STATE OF FLORIDA
COUNTY OF ALACHUA

SWORN AND SUBSCRIBED BEFORE ME

THIS 9th DAY OF March, 2011

BY C. David Coffey

WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION

(TYPE OF IDENTIFICATION)



(SEAL ABOVE)

Linda F. Johnson
Linda F. Johnson

Notary Public, Commission No. EE 060713

(Name of Notary typed, printed, or stamped)

My Commission expires: 2-26-15



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
Development Services Division

MAILED NOTICE AFFIDAVIT

Application No. _____

March 9, 2011

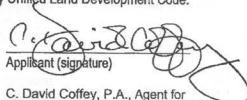
Mailing Date

Mailed Notice for (check one):

- ☒ Neighborhood Workshop
☐ Public Meeting

BEFORE ME personally appeared C. David Coffey, who after being duly sworn, and upon personal knowledge, deposes and says:

Notice for the above application was deposited in the mail at least 15 days prior to the scheduled neighborhood workshop or public meeting, and complied with all applicable content and procedural requirements of §402.13 and §402.14 of the Alachua County Unified Land Development Code.


Applicant (signature)

C. David Coffey, P.A., Agent for
Name of Applicant (printed)
Alachua County Housing Authority

STATE OF FLORIDA
COUNTY OF ALACHUA

SWORN AND SUBSCRIBED BEFORE ME

THIS 9th DAY OF March, 2011

BY C. David Coffey

WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION

(TYPE OF IDENTIFICATION)



(SEAL ABOVE)

Linda F. Johnson
Linda F. Johnson

Notary Public, Commission No. EE 060713
(Name of Notary typed, printed, or stamped)

My Commission expires: 2-28-15

06331-002-001
GEORGE WANG
7516 W NEWBERRY RD
GAINESVILLE, FL 32606-6728

06331-002-002
GEORGE WANG
7516 W NEWBERRY RD
GAINESVILLE, FL 32606-6728

06332-000-000
BANK OF AMERICA
101 N TRYON ST
CHARLOTTE, NC 28255

06336-001-000
REALTY INCOME PROPERTIES INC
PO BOX 460069
ESCONDIDO, CA 92046-0069

06336-001-001
PROGRESSIVE RESTAURANTS INC
602 S MAIN ST
GAINESVILLE, FL 32601-6718

06336-001-002
GAIN CAPITAL LLC
18205 BISCAINE BLVD STE 2202
AVENTURA, FL 33160

06336-002-000
LEWCO INC
PO BOX 1282
GAINESVILLE, FL 32602-1282

06336-003-000
J D TRUSTEE BALDWIN
PO BOX 90136
GAINESVILLE, FL 32607-0136

06654-003-001
THE EMORY GROUP
2145 SW 94TH TER
GAINESVILLE, FL 32607

06654-006-000
ALLIED TIRE SALES INC
1144 E MARKET ST DEPT 824
AKRON, OH 44316

06654-008-000
ATLANTIC DUTCH INC
3111 NW 58TH BLVD
GAINESVILLE, FL 32606-8519

06654-010-000
KIWI OF GAINESVILLE INC
3111 NW 58TH BLVD
GAINESVILLE, FL 32606

06655-009-000
INC L T ENTERPRISES OF
GAINESVILLE
7349 W NEWBERRY RD
GAINESVILLE, FL 32605

06655-013-000
LLP KEYSTONE GATOR HOTEL
CAMPUS
3520 PIEDMONT RD NE STE 410
ATLANTA, GA 30305

06655-013-001
KEYSTONE NEWBERRY LLC
5079 N DIXIE HWY
FT LAUDERDALE, FL 33334-4000

06655-013-002
DANLY GROUP OF GAINESVILLE
LLC
10105 AVENIDA DEL RIO
DELRAY BEACH FL 33446-2423

06655-014-000
JAMES L T & M UNITED CORP
402 HIGH POINT DR #A STE 101
COCOA, FL 32926

06656-066-001
GERALD SCHACKOW
4545 NW 8TH AVE STE B
GAINESVILLE, FL 32605

06656-002-000
INC GAINESVILLE ANIMAL
HOSPITAL
7615 W NEWBERRY RD
GAINESVILLE, FL 32606

06656-002-001
DOSH ENTERPRISES INC
27659 SE 19TH HIGHWAY
OLD TOWN, FL 32680-9657

06656-002-002
REALTY INCOME PROPERTIES INC
PO BOX 460069
ESCONDIDO, CA 92046-0069

06656-002-003
RALLY CAR WASH SYSTEMS INC
2121 NW 67TH PL
GAINESVILLE, FL 32653-1603

06656-002-004
& SCHUETH JR GRUNTHAL III &
PENNINGTON III
45 W BAY ST STE 203
JACKSONVILLE, FL 32202-3632

06656-002-006
WH CAPITAL LLC
3290 NORTHSIDE PARKWAY STE 385
ATLANTA, GA 30327

06656-002-007
LE & TRAN H/W
5323 NW 45TH LN
GAINESVILLE, FL 32606

06656-002-008
13/13 CAPITAL LLC
12783 BAY PLANTATION DR
JACKSONVILLE, FL 32223

06656-002-009
CITY OF GAINESVILLE
PO BOX 490 MS 58
GAINESVILLE, FL 32602

06656-002-010
ROBERT DEROCHEMONT
537 NE 7TH AVE
GAINESVILLE, FL 32601

06656-002-012
DEAN W NAPPY
11303 SW 10TH LN
GAINESVILLE, FL 32607-1222

06656-002-014
INC BELLSOUTH
TELECOMMUNICATIONS
PO BOX 7207
BEDMINSTER, NJ 07921

Easy Peel® Labels
Use Avery® Template 5160®

▲
Feed Paper

Bend along line to
expose Pop-Up Edge™



▲
AVERY® 5260™

06656-002-015
CHARLES T TRUSTEE FLETCHER
8115 SW 1ST PL
GAINESVILLE, FL 32607-1520

06656-002-016
J C C SUNG
5200 NW 43RD ST # 102 311
GAINESVILLE, FL 32606-4484

06656-002-017
SUNG & SUNG TRUSTEES
5200 NW 43RD ST # 102 311
GAINESVILLE, FL 32606-4484

Étiquettes faciles à peeler

▲
Carte d'info

Replier à la hauteur afin de

www.avery.com

www.gutenberg.be.com

RECEIVED JANUARY 11, 1997; IN FINAL FORM JULY 15, 1997

THE COMMENTATORS

No-fly zone could easily ground Libyan air force

The Obama administration has downplayed the risks of continued polarity.

This is a pretty nasty problem, he says, and he's not alone.

For the last several weeks, the Washington military community has been over Ligeia, and she's been out of town. Maj Gen. John A. Burton, Air Force commander in chief, has more than 2,000 troops, half of them in fighter aircraft, and helped oversee the fly-outs in Iraq and the Adriatic, and he's currently expected to lead two more "boiling and pouring of hearts" before beginning work in the Balkans.

"I don't think we have a major military problem," MacEachron told me. "If we don't locate a military center and even find a military airport near Ligeia, Greece, we ought to follow half of a lot of our military budget and spend it on something useful."

[illegible]

delivers a symphony. The *Midnight* and *End* One are my more would be surprised were they part of the country that *Midnight* was. That will always be true.

If you (the author) had been here, you would have seen the vision of a new world, it seems to have the right

the effects of continued population growth on the environment. The *World Commission on Environment and Development* (Bromberg in 1985), in the *Brundtland Report*, in 1987, set the standard for the world. The World Commission on Environment and Development (Bromberg in 1985), in the *Brundtland Report*, in 1987, set the standard for the world. The World Commission on Environment and Development (Bromberg in 1985), in the *Brundtland Report*, in 1987, set the standard for the world.

Another federal police force won't help things

The enforcement agency's proposed budget is up 30

[illegible]

Remember This is a weekly dinner where you realize that the food line represents understanding and compassion are truly problems with Kani was built in this community restaurant.

THE KANI RESTAURANT

1000 10th Ave. S. #100
Seattle, WA 98104
(206) 461-1111

[illegible]

Watchdog Reports...

Videos & Photo Galleries...

Open 24/7...

Blogs & Forums...

Everything Gainesville...

gainesville.com
Sun

Trading Events 2011

UPSCALE RESALE

Attract buyers from all parts of our state
GAINST better offers and more items

Friday Shopping Party
Tickets \$35
6:30-9PM

Saturday FREE & Open To The Public
8AM-1PM

March 11-12

Golden Gate Mall • 1000 W. 1st St. • Gainesville, FL
Sponsored by: The Florida Mall • C&A • E-Trade
We provide a safe, secure, and fun environment for all attendees.

LARGER THAN LIFE technology.

Car TV Essential
\$25/mo.
for 12 months

Car High Speed Internet Essential
\$25/mo.
for 12 months

Car Digital Telephone Service
\$25/mo.
for 12 months

ONLY \$75/MO. FOR 12 MONTHS

Save on Your Best Deal for 12 Months!

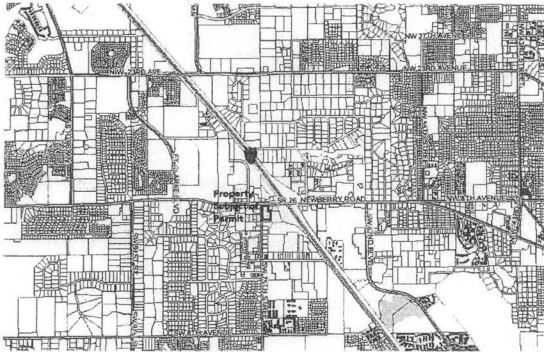
Call 1-888-421-5731 or
Order online at cox.com/bestdeal

COX COMMUNICATIONS
Cox Communications is a leading provider of broadband services. We offer a variety of services to meet your needs, including high-speed internet, phone, and TV. Our services are available in select areas. For more information, visit cox.com/bestdeal.

Public Notice

A **neighborhood workshop** is being held to discuss a special use permit for Tax Parcel 06655-013-000 consisting of approximately 3.3 acres located just east of the intersection of Newberry Road (SR 26) and S.W. 75th Street. The property is designated Tourist/Entertainment on the Alachua County Future Land Use Map and is zoned Highway Oriented Business Services. The proposed special use permit is needed to allow the re-use of an existing building to provide transitional housing for veterans, a use that is classified as a homeless shelter by the County Unified Land Development Code and requires a special use permit. The existing building is located at 7417 W. Newberry Road.

This is not a public hearing. The purpose of this meeting is to inform neighbors about the proposed application and receive public comments.



Neighborhood Workshop Sign-in Sheet

3/24/2011

Name	Address	Phone	E-mail
Luís Gonzalez (Sport Authority)	7400 W Newberry Gainesville FL	352 331-2235	store3679 thesportsauthority.com

Vianne Marchese 1604 SE 3rd Ave ⁽³⁵²⁾ 548-1800
vianne.marchese@va.gov

Bob DeBenedictis

Nick Bernal

Rhonda Stromman Alachua County Housing Authority
703 NE 1st St. GNV FL 32601
352-372-2549 rhonda@acha-fl.com

Summary of Neighborhood Workshop

Holly Blumenthal, Esq. introduced the project and used Bing satellite images to show the exact location of the property. Attendees were also able to view a site plan of the property. Vianne Marchese, from the North Florida / South Georgia Veterans Health System provided details on the nature of the project and answered questions from participants. Rhonda Stroman from the Alachua County Housing Authority (ACHA) also participated in the discussion.

Three members of the public attended the workshop. The following is a summary of the questions asked and the issues raised at the workshop.

- Whether residents would be loitering around the hotel or at nearby properties.
- Whether an onsite manager and a social worker would be enough to manage the number of residents living at the hotel.
- What are the criteria for acceptance into the program.
- Whether residents would have enough activities to occupy themselves during the day.
- Whether residents will be employed.
- Whether residents will be able to stay on site all day.
- If the veterans are disabled and thus not working what will they do all day; what is a typical day like?
- How will veterans provide for their necessities like food and toiletries?
- Will the restaurant be operated?
- Whether residents would panhandle in the area.
- Whether residents would have guests loitering at the property.
- Who would they contact if someone is panhandling?
- What happens to people kicked out of the program? Where would they go?
- Other programs in town that were discussed are much smaller in scale.
- Will it result in higher crime?
- Can participants have felonies?
- Are background checks done on participants?
- How long have the people been homeless?
- Why would someone who has had problems for fifty years suddenly turn around because of this program?
- What keeps people from using rooms not being used by vets?
- Will it be gated or have a security system in place?
- Concern that adjacent hotel will become magnet for homeless people who find out they can't use Gainesville hotel.
- Need security to ensure that only residents allowed in the building.

- Whether other sites are being considered.
- What happens if VA decides not to fund it; could it turn into a homeless shelter?
- Whether the facility would attract homeless persons to the area.
- Whether the residents would be provided with an income.
- Whether they could see examples of similar facilities.
- Whether the facility will decrease property values of nearby businesses.
- Whether the facility will result in enough problems for nearby businesses that business owners end of losing their business.
- Whether the property will be adequately maintained.

Legal Description

INSTRUMENT # 2222660

7 PGS

Exhibit "A"

LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN SOUTH $0^{\circ}50'48''$ EAST ALONG THE WEST LINE OF SAID SECTION 100 FEET, THENCE RUN NORTH $89^{\circ}26'12''$ EAST 40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF STATE ROAD NO. 26 AND THE POINT OF BEGINNING, THENCE CONTINUE NORTH $89^{\circ}26'12''$ EAST ALONG SAID RIGHT OF WAY 418.51 FEET, THENCE RUN SOUTH $0^{\circ}50'48''$ EAST 200 FEET, THENCE RUN NORTH $89^{\circ}26'12''$ EAST 289.95 FEET TO THE WESTERLY RIGHT OF WAY OF SAID INTERSTATE ROAD NO. 75, THENCE RUN SOUTH $13^{\circ}37'23''$ EAST ALONG SAID RIGHT OF WAY 232.32 FEET TO THE P.C. OF A CURVE HAVING AN INTERNAL ANGLE OF 65° , A RADIUS OF 385 FEET A TOTAL LENGTH OF 456.77 FEET, AND BEING CONCAVE TO A NORTHEASTERLY DIRECTION, THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE A DISTANCE OF 275.99 FEET, THENCE RUN SOUTH $89^{\circ}26'12''$ WEST 408.2 FEET TO THE EAST RIGHT OF WAY OF A 90 FOOT ROAD, THENCE RUN NORTH $0^{\circ}50'48''$ WEST ALONG SAID RIGHT OF WAY 651.31 FEET TO THE POINT OF BEGINNING. ALL BEING AND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, CONTAINING 10 ACRES MORE OR LESS.

LESS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN SOUTH $0^{\circ}50'48''$ EAST ALONG THE WEST LINE OF SAID SECTION 100 FEET, THENCE RUN NORTH $89^{\circ}26'12''$ EAST 283.51 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF STATE ROAD NO. 26 AND THE POINT OF BEGINNING, THENCE RUN NORTH $89^{\circ}26'12''$ EAST ALONG SAID RIGHT OF WAY 175 FEET, THENCE RUN SOUTH $0^{\circ}50'48''$ EAST 200 FEET, THENCE RUN SOUTH $89^{\circ}26'12''$ WEST 175 FEET, THENCE RUN NORTH $0^{\circ}50'48''$ WEST 200 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA

LESS & EXCEPT:

(O.R. BOOK 1715, PAGE 348)

A STRIP OF LAND, BEING 4.00 FEET IN WIDTH, LYING AND BEING IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST AND RUN THENCE SOUTH $00^{\circ}50'48''$ EAST ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 135.00 FEET; THENCE RUN NORTH $89^{\circ}26'12''$ EAST, 40.00 FEET TO A POINT ON THE EAST LINE OF COUNTY ROAD 29 (TOWER ROAD, SW 75TH STREET) FOR THE POINT OF BEGINNING; THENCE RUN NORTH $89^{\circ}26'12''$ EAST 4.00 FEET; THENCE RUN SOUTH $00^{\circ}50'48''$ EAST 416.31 FEET; THENCE RUN SOUTH $89^{\circ}26'12''$ WEST 4.00 FEET TO THE EAST LINE OF COUNTY ROAD 29 (TOWER ROAD, SW 75TH STREET); THENCE RUN NORTH $00^{\circ}50'48''$ WEST,

INSTRUMENT # 2222650

7 PGS

ALONG THE EAST LINE OF SAID COUNTY ROAD 29, A DISTANCE OF 616.31 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT: (OUT PARCEL)

A STRIP OF LAND, BEING 80.00 FEET IN WIDTH, LYING AND BEING IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN THENCE SOUTH $00^{\circ}50'48''$ EAST ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 135.00 FEET; THENCE RUN NORTH $89^{\circ}26'12''$ EAST, 44.00 FEET; THENCE RUN SOUTH $00^{\circ}50'48''$ EAST 536.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $00^{\circ}50'48''$ EAST, 80.00 FEET; THENCE NORTH $89^{\circ}25'42''$ EAST, 343.62 FEET; THENCE NORTH $07^{\circ}56'11''$ WEST, 80.67 FEET; THENCE SOUTH $89^{\circ}25'42''$ WEST, 333.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.622 ACRES, MORE OR LESS.

687589.1

INSTRUMENT # 2222660

7 PGS

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Easement dated May 11, 1966, recorded in Official Records Book 385 Page 412 of the Public Records of Alachua County, Florida.
2. Easement dated December 28, 1966, recorded in Official Records Book 422 Page 135 of the Public Records of Alachua County, Florida.
3. Cross Grants of Perpetual Drainage Easements dated March 28, 1986, recorded April 15, 1986 in Official Records Book 1622 Page 136, as amended in Amendment to Cross Grants of Perpetual Drainage Easements dated September 14, 1995, recorded September 20, 1995 in Official Records Book 2029 Page 1894, and as contained in that certain Lien of Judgment recorded in Official Records Book 1671 Page 2768, all of the Public Records of Alachua County, Florida.
4. Developer's Agreement Between Alachua County and Gainesville Properties, Ltd. dated March 24, 1999, recorded September 22, 1999 in Official Records Book 2255 Page 247 of the Public Records of Alachua County, Florida.
5. Resolution 93-64 by Board of County Commissioners of Alachua County, Florida dated August 24, 1993, recorded October 6, 1993 in Official Records Book 1929 Page 839 of the Public Records of Alachua County, Florida.
6. Resolution 96-73 by Board of County Commissioners of Alachua County, Florida dated August 27, 1996, recorded September 5, 1996 in Official Records Book 2078 Page 1999 of the Public Records of Alachua County, Florida.
7. State of Florida Department of Transportation Eminent Domain Resolution for State Highway System Projects dated February 5, 1997, recorded February 7, 1997 in Official Records Book 2098 Page 1062 of the Public Records of Alachua County, Florida.

INSTRUMENT # 2222650

7 PGS

EXHIBIT "C"

(OUT PARCEL)

A STRIP OF LAND, BEING 80.00 FEET IN WIDTH, LYING AND BEING IN THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 19 EAST, AND RUN THENCE SOUTH 00°50'48" EAST ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 135.00 FEET; THENCE RUN NORTH 89°26'12" EAST, 44.00 FEET; THENCE RUN SOUTH 00°50'48" EAST 536.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°50'48" EAST, 80.00 FEET; THENCE NORTH 89°25'42" EAST, 343.62 FEET; THENCE NORTH 07°56'11" WEST, 80.67 FEET; THENCE SOUTH 89°25'42" WEST, 333.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.622 ACRES, MORE OR LESS.

663231.3

Property Owner's Affidavit



Alachua County, Board of County Commissioners
 Department of Growth Management
 10 SW 2nd Ave., Gainesville, FL 32601
 Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
 Development Services Division

COURT-APPOINTED RECEIVER'S ~~PROPERTY OWNERS'~~ AFFIDAVIT

Deborah Lynn Cannon-Taylor

~~OWNER~~ Court-Appointed Receiver

Application No. _____

Additional Owners _____

C. David Coffey P.A.

Appointed Agent(s) _____

06655-013-000

Parcel Number(s)

4

Section

10

Township

19

Range

Special Use Permit _____

Type of Request _____

Court-Appointed Receiver for
 I (we), the ~~PROPERTY OWNERS~~ of the subject property, being duly sworn, depose and say the following:

1. That I am (we are) the ~~SWORN~~ Court-Appointed Receiver for the property described in the attached legal description;
2. That this property constitutes the property for which the above noted land use request is being made to the Alachua County Board of County Commissioners;
3. That I (we), the undersigned, have appointed, and do appoint, the above noted person(s) as my (our) agent(s) to execute any agreement(s), and other documents necessary to effectuate such agreement(s) in the process of pursuing the aforementioned land use request;
4. That this affidavit has been executed to induce the Alachua County Board of County Commissioners to consider and act on the subject request;
5. That I (we), the undersigned authority, hereby certify that the foregoing statements are true and correct.

Deborah Lynn Cannon-Taylor
~~OWNER~~ (signature)
 Court-Appointed Receiver

Owner (signature) _____

Owner (signature) _____

STATE OF FLORIDA
 COUNTY OF ALACHUA

SWORN AND SUBSCRIBED BEFORE ME

THIS 13th DAY OF August 2011
 BY *Angela H. Basso*

WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION

(TYPE OF IDENTIFICATION) _____

(SEAL ABOVE)

Notary Public, Commission No. _____

(Name of Notary typed, printed, or stamped)



INVESTMENT BANKING

INVESTMENT BANKING



Proof of Payment of Taxes

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1



Tax Record

Last Update: 3/25/2011 11:03:38 AM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number 06655-013-000	Tax Type REAL ESTATE	Tax Year 2010
Mailing Address KEYSTONE GATOR HOTEL CAMPUS LL 5079 N DIXIE HWY FT LAUDERDALE FL 33334	Physical Address 7417 W NEWBERRY RD GEO Number 04-10-19-06655013000	
Exempt Amount See Below	Taxable Value See Below	
Exemption Detail NO EXEMPTIONS Legal Description 7417 W NEWBERRY RD COM AT NW COR OF SEC RUN S 100 FT E 40 FT TO POB CONT E 243.50 FT S 200 FT E 464.95 FT TO W/LY R/W OF IR NO 75 THENCE RUN SE/LY ALONG R/W 508.31 FT THENCE W 908.2 FT N 651.31 FT TO POB (LESS COM NW COR SEC S 135 FT E 44 FT S 536.23 FT POB S 80 FT E See Tax Roll For Extra Legal	Millage Code 0400	Escrow Code
Ad Valorem Taxes		
Taxing Authority	Rate	Assessed Value Exemption Amount Taxable Value Amount
BOARD OF COUNTY COMMISSIONERS		
CNTY GENERAL	8.3763	6,190,200 0 \$6,190,200 \$51,850.97
CNTY DEBT LL	0.2500	6,190,200 0 \$6,190,200 \$1,547.55
ALACHUA CNTY LIBRARY DISTRICT		
LIBRARY GENERAL	1.3638	6,190,200 0 \$6,190,200 \$8,442.19
LIBRARY BONDS	0.1098	6,190,200 0 \$6,190,200 \$679.68
SCHOOL BOARD OF ALACHUA COUNTY		
SCHL GENERAL	5.4840	6,190,200 0 \$6,190,200 \$33,947.06
SCHL DISCRNRY & CN	0.9980	6,190,200 0 \$6,190,200 \$6,177.82
SCHL BOND 5	0.3750	6,190,200 0 \$6,190,200 \$2,321.33
SCHOOL VOTED	1.0000	6,190,200 0 \$6,190,200 \$6,190.20
SCHL CAP26 PROJECT	1.2500	6,190,200 0 \$6,190,200 \$7,737.75
ST JOHNS RIVER WATER MGT DISTR	0.4158	6,190,200 0 \$6,190,200 \$2,573.89
MUNICIPAL SERVICES TAXING UNIT		
UNINCORP. SERVICES	0.4124	6,190,200 0 \$6,190,200 \$2,552.84
SHERIFF LAW ENFORCE	1.6710	6,190,200 0 \$6,190,200 \$10,343.82
FIRE PROTECTION SERV	1.3391	6,190,200 0 \$6,190,200 \$8,289.30
Total Millage	23.0452	Total Taxes \$142,654.40
Non-Ad Valorem Assessments		
Code RB10	Levying Authority SOLID WASTE MANAGEMENT	Amount \$855.77
Total Assessments		\$855.77
Taxes & Assessments		\$143,510.17

If Paid By	Amount Due
11/30/2010	\$137,769.76
12/31/2010	\$139,204.86
1/31/2011	\$140,639.97
2/28/2011	\$142,075.07
3/31/2011	\$143,510.17

Prior Year Taxes Due

NO DELINQUENT TAXES

[Click Here To Pay Now](#)

Directions to the Site

Directions to Subject Property

Directions from Downtown Gainesville, Florida:

1. Head west on University Avenue.
2. Continue onto West Newberry Road.
3. Make a U-turn at NW 75th St.
4. Turn right into parking lot of Gainesville Hotel and Conference Center.

Description of Request and

Statement of Consistency

Description of Request

Overview of Gainesville Hotel Transitional Veterans Housing

The Alachua County Housing Authority (ACHA) is requesting a Special Use Permit (SUP) to allow utilization of existing hotel rooms on the subject property to provide transitional housing for qualifying veterans (hereafter "Gainesville Hotel"). The Alachua County Land Development Code defines the proposed use to be a 'homeless shelter.' The future land use designation of Tourist/Entertainment and the implementing zoning district of Highway Oriented Business Services specifically allow the proposed use by 'Special Use Permit.'

While the proposed use falls within the county's definitions of a 'homeless shelter' it differs greatly from a traditional homeless shelter in that it provides a 'home' or 'residence' for qualified veterans rather than just overnight shelter which is typical for 'homeless shelters.' Residents will be assigned to Gainesville Hotel by the United States Department of Veterans Affairs. Each resident will have access to their 'home' at Gainesville Hotel twenty-four hours a day, seven days per week. During their maximum two-year residency, not only will the residents not be 'homeless', but they will also be provided extensive supervision and assistance leading to permanent housing at the conclusion of their residency at Gainesville Hotel. Each resident is required to participate in programs designed to facilitate reintegration into the community and placement in permanent housing.

The ever-expanding Veterans Affairs Medical Center in Gainesville continues to draw more and more veterans into the area with many needing the type of services to be offered by the Gainesville Hotel. There is insufficient capacity among existing service providers in the area to accommodate all of our qualifying veterans.¹ A survey conducted in 2005 found that nearly 40% of homeless adults in Alachua County are veterans, which is significantly higher than the percentage found in the United States as a whole.² By addressing the housing needs of veterans, this project stands to significantly move forward implementation of the Gainesville/Alachua County 10-year Plan to End Homelessness by creating a secure and stable living environment for qualifying veterans in Alachua County and providing a structured, individually designed

¹ A 2004 survey estimated that on any given night, 52% of the homeless population in Alachua County was without any type of shelter. Gainesville/Alachua County 10-year Plan to End Homelessness Page 6 (2005).

² The Gainesville/Alachua County 10-year Plan to End Homelessness estimates that 28% of homeless people in Alachua County are veterans; the Department of Veterans Affairs National Center on Homelessness Among Veterans estimates that 15% of the homeless population in the United States as a whole are veterans. See "What We Know" available at http://www1.va.gov/HOMELESS/NationalCenter_Mission.asp

case management plan focused on treatment, personal development, self-sufficiency, and reintegration into the community. Program participants will have access to a full array of services available to them through the Malcolm J. Randall VA Medical Center and its associated programs as well as on-the-job training provided by ACHA. Each veteran will be assigned a case manager who will monitor, assess, and assist them through the program. Veterans successfully completing the program will be guaranteed affordable housing.

Gainesville Hotel has 152 rooms.. Residents will be allowed to stay in the program for a maximum of two years. ACHA will own and operate Gainesville Hotel. In addition to providing on-site resident counselors who will deal with day-to-day operations, ACHA will provide maintenance personnel, and Housing Quality Standard inspections. The property will comply with all local regulatory requirements as well as applicable federal and state laws and regulations. Gainesville Hotel is being funded through a grant from the United States Department of Veterans Affairs as well as matching local funds. The U.S. Department of Veterans Affairs will maintain continuing oversight of the project to ensure compliance with all federal regulations governing the transitional housing program.

No new development activity is proposed on the site. Only building modifications necessary to ensure compliance with applicable fire and building code regulations will be required.

ACHA is a nonprofit public housing authority, established by the Alachua County Board of Commissioners in 1967 to assist low-income and disadvantaged members of the community in obtaining housing. ACHA will own and operate Gainesville Hotel in partnership with the North Florida/South Georgia Veterans Health System.

Comprehensive Plan Consistency.

The proposed use is consistent with the applicable Alachua County Comprehensive Plan 2020 goals, objectives, and policies as summarized below:

Future Land Use Element

Policy 5.1.1 Potential locations for major future institutional uses are identified on the Future Land Use Maps. Institutional uses may be allowed in other land use categories designated on the Future Land Use Map, and implemented in accordance with the guidance and policies within this Section 5.0., and within the Comprehensive Plan as a whole.

Policy 5.1.2 The following uses are considered institutional and governmental uses in Alachua County:

- b. Community Services (e.g. civic and government facilities, fire and emergency services, law enforcement, health facilities, community service organizations, correctional facilities).*

Policy 5.4.6 Community Service Organizations: Community Service Organizations, such as voluntary organizations and clubs engaged in civic, charitable, and related activities, shall be considered as institutional uses. Special provisions shall be made in the land development regulations to address the unique needs of those uses, including criteria regarding site size, scale, and dimensions, building coverage, parking, buffering, access, clientele, and other impacts. Some activities not typical for residential areas such as the provision of temporary residences, homeless shelters, and community residential homes not otherwise exempted by Florida Statutes may be allowed in the urban cluster through the special use permit process. New homeless shelters shall be subject to performance criteria regarding site, size, scale, and dimensions, building coverage, parking, buffering, access, and other impacts.

Consistency: Policy 5.4.6 indicates that homeless shelters are considered a community service and Policy 5.1.2 indicates that community services are institutional uses. Additionally, Policy 5.1.1 states that institutional uses may be allowed in other land use categories (such as the Tourist/Entertainment designation on the subject property). As of the date of this application, the County has not adopted the performance criteria for new homeless shelters called for in Policy 5.4.6.

Policy 5.2.1 The following criteria shall determine the appropriateness of potential institutional locations and uses requiring special use permits shall be demonstrated prior to establishing the institutional use:

- a. Optimum service area.*
- b. Optimum operating size.*
- c. Access to clientele.*
- d. Compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.*
- e. Nature of service provision.*
- f. Needs of the clientele.*
- g. Availability and adequacy of public infrastructure to serve the particular use.*
- h. Preservation and strengthening of community and neighborhood character through design.*
- i. Consistency with the goals, objectives, and policies of the Conservation and Open Space Element.*

Policy 5.2.2 Institutional facilities shall be designed and located for integration into the surrounding community. Land use decisions concerning location of institutional uses shall take into consideration environmental justice.

Consistency: These policies indicate that institutional land uses shall not be located where they would have an adverse impact on surrounding land uses. The property will continue its appearance as a hotel carrying forward the seamless integration into the surrounding community that exists today. All residents will be monitored by onsite management and case managers to ensure that Gainesville Hotel is a good neighbor. The change in use is not expected to create any additional impacts upon the surrounding uses since the project will use an existing hotel building and will not be increasing the number of rooms.

- **Service Area:** The Gainesville Hotel will serve qualified veterans located in Alachua County. The proposed location is ideal because of its proximity to public transit, major highways, a variety of employment opportunities, grocery stores, and casual dining.
- **Operating Size:** The hotel can accommodate up to 152 residents; this should substantially further the County's goals of reducing visible homelessness within the community.
- **Compatibility:** Gainesville Hotel will maintain its outward appearance as a hotel and there will be no increase in the scale or intensity of use. It is not expected that there will be any increase in noise, lighting, traffic generation, or odors from the change in use. Alachua County Housing Authority will own and maintain the facility and will ensure that the property is well maintained. The hotel will have 24-hour supervision by onsite management and each resident will have a case manager assigned to supervise the reintegration of the resident into the community. Residents will have access to their rooms at all times.
- **Nature of Service:** Gainesville Hotel will provide a secure and stable living situation for veterans who have been assigned to Gainesville Hotel by the United States Department of Veterans Affairs. Qualified veterans may live at the site for up to two years before being transitioned into permanent housing. Veterans within the program will have access to services through the Malcolm J. Randall V.A. Medical Center and its associated programs, including primary health care, mental health care, referral services, and individual case management. Additionally residents will be provided bus passes, access to on-the-job training programs, education, clothing, food stamps, and other basic supplies. Residents will be required to comply with all ACHA and VA rules including a prohibition against the use of alcohol and illicit drugs during their residency.
- **Needs of Clientele:** Homeless veterans need a stable living situation, access to healthcare and social services, food and other basic supplies. Gainesville Hotel will fulfill these needs.
- **Gainesville Hotel** is near major highways and within walking distance of public transportation. The Hotel is already connected to sewer, water, electricity and

other public infrastructure. It is not expected that there will be any increased impact on public infrastructure.

- Community and Neighborhood character: The property will retain the outward appearance of a hotel thus preserving the character of the area as a tourist oriented business area.

Policy 2.1.1 Different levels of Activity Centers are identified and designated on the Future Land Use Map based on the primary and secondary functions, market size and area, and intensity.

1. *Activity Centers shall be identified as high, medium or low intensity:*
 - a. *High activity centers have cumulative development at the level of a regional shopping center, or have an equivalent concentration of a mix of office, institutional, or industrial activities.*
 - b. *Employment oriented activity centers shall have institutional, industrial, or office as the primary use.*
 - c. *Secondary uses for activity centers may include residential, retail, service, institutional, or office.*
 - d. *Mixed Use activity centers shall have a balanced mixture of residential, commercial, institutional, and office uses.*

Consistency: The site is located in the Oaks Mall Activity Center which has been designated by Policy 2.5.3 as a high activity/ mixed use/ retail oriented center. Homeless shelters are designated as institutional uses by the Comprehensive Plan (Future Land Use Policies 5.1.2 & 5.4.6) and institutional uses are allowed in both high and mixed-use activity centers and as a secondary use in retail oriented activity centers. Additionally, Policy 5.1.1 states that institutional uses may be allowed in areas not specifically designated as institutional land use if they comply with section 5.0 (Institutional Uses) and the Comprehensive Plan as a whole.

Policy 2.5.3 Activity Center Plan - Oaks Mall Activity Center

1. General

- a. *It is the intent of this Activity Center Plan to promote the area surrounding the interchange of Interstate 75 and State Road 26 as a high-intensity regional focal point. In so doing, it should be developed as a mixed use center, allowing for the general land use classifications identified on the Activity Center Plan map. Individual quadrants of the center should include a mix of complementary uses, including retail, employment, services, and, where possible, residential uses so as to reduce overall traffic impact and promote pedestrian activity.*

2. Land Use

- a. *Future land uses shall be governed by the land use classifications on the Activity Center map. Higher density residential uses are encouraged within the Activity Center on land designated for commercial use.*

Consistency: The Gainesville Hotel transitional housing will contribute to the mix of uses within the activity center.

Policy 3.10 Tourist/entertainment commercial uses are oriented primarily toward providing services for the short term visitor to Alachua County. These commonly include gasoline stations, restaurants, lodging, bed and breakfast, and special entertainment facilities.

Consistency: The property is designated Tourist/Entertainment by the Future Land Use Map: Oaks Mall Activity Center Map—High Activity/Retail. The property will remain a hotel in appearance and will blend in with other existing tourist oriented properties in the area. The presence of restaurants, retail stores, gas stations and the like within the area will contribute to the success of the project by providing places for residents to work and purchase basic needs.

Unified Land Development Code (ULDC) Consistency

The property is located within a Highway Oriented Business Services (BH) zoning district. The applicable regulations state:

Sec. 403.11. Commercial district descriptions.

- (e) *Highway oriented business services (BH) district. The highway oriented business services (BH) district implements the commercial and tourist/entertainment policies of the comprehensive plan and the associated designations on the future land use map. Permitted uses are found on the Use Table in Article II of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of section 404.08 for similar uses is prohibited.*

Sec. 404.38. Homeless shelter, principal use. Homeless shelters as a principal use may be allowed by special use permit in every district except for A, A-RB, and C-1, subject to the following standards.

- (a) *Minimum lot size. The minimum lot area shall be one acre when located within the urban cluster, and three acres when located outside of the urban cluster.*

- (b) *Required setbacks. All principal and accessory buildings shall meet the required setbacks for the zoning district.*

Consistency:

- **Zoning:** The property is zoned Highway Oriented Business Services (BH). Pursuant to the Use Table found in Chapter 404 of the ULDC, homeless shelters are allowed by special use permit as a principal use in the BH zoning district.
- **Lot size:** The lot size is approximately 3.3 acres in size.
- **As shown on the attached site plan,** the buildings meet the required setbacks for the BH zoning district.

Sec. 402.124. Criteria for approval. The board of county commissioners shall, as part of a decision to approve an application for a special use permit, make a finding that an application complies with both the general criteria and the review factors listed below:

- (a) *The proposed use is consistent with the comprehensive plan and ULDC;*
- (b) *The proposed use is compatible with the existing land use pattern and future uses designated by the comprehensive plan;*
- (c) *The proposed use shall not adversely affect the health, safety, and welfare of the public; and*
- (d) *Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:*
 - (1) *Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;*
 - (2) *Off-street parking and loading areas where required, with particular attention to item (1) above;*
 - (3) *The noise, glare or odor effects of the special exception on surrounding properties;*
 - (4) *Refuse and service areas, with particular reference to location, screening and items (1) and (2) above;*
 - (5) *Utilities, with reference to location and availability;*
 - (6) *Screening and buffering with reference to type, dimensions and character;*

(7) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;

(8) Required yards and other open space;

(9) General compatibility with surrounding properties; and

(10) Any special requirements set forth in this ULDC for the particular use involved.

Consistency: These criteria address concerns with ensuring the compatibility of the use with surrounding properties and protection of the public health, safety, and welfare. The change in use will remain compatible with the surrounding area since it will continue to operate as a hotel in outward appearance. Specific criteria are addressed below:

- **Ingress and Egress:** Access is currently available to the site via Newberry Road. The parking lots and access lanes will not be altered and already provide for sufficient movement of emergency vehicles and cars. It is expected that many residents will not have personal vehicles but will use public transportation instead.
- **Off-street parking:** The parcel has 178 existing parking spaces, which exceeds the one per room space requirement for hotels. It is expected that many residents will not have personal vehicles so there should be more than adequate parking on the site.
- **Noise, Glare or Odor:** It is not expected that Gainesville Hotel will produce noise, glare, or odor beyond what would normally exist from a hotel. No physical changes are proposed to the site so that there is no reason to expect any change to the current condition. The property will comply with all applicable criteria related to noise, glare, and odor.
- **Refuse and service areas:** Dumpsters will be placed to minimize visibility from neighboring businesses and solid waste collection will take place as necessary to minimize odor.
- **Utilities:** Gainesville Hotel is connected to all utilities and no changes to the existing condition are contemplated.
- **Screening and Buffering:** No buffering or screening is required between Gainesville Hotel and adjacent developed parcels because they are all in the same zoning district.
- **Signs:** All signs and exterior lighting on the property will comply with applicable provisions of the Alachua County Land Development Code.

- The existing buildings meet all applicable yard requirements and no modifications or expansions are proposed. Because no new development is proposed, the current open space requirements do not apply.

Survey & Proposed Site Plan

VICINITY MAP N T S



ACKNOWLEDGMENTS

[illegible]

Copyright © 1998 by John Wiley & Sons, Inc.

1. The first part of the document is a list of names and their corresponding dates. The names are listed in a column on the left, and the dates are listed in a column on the right. The names are: John Doe, Jane Smith, Robert Johnson, Mary White, William Brown, Elizabeth Black, Thomas Green, Susan Gray, Charles White, and Patricia Black. The dates are: 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, and 1999.

2. The second part of the document is a table with two columns. The first column is labeled "Name" and the second column is labeled "Date". The table contains the following data:

Name	Date
John Doe	1990
Jane Smith	1991
Robert Johnson	1992
Mary White	1993
William Brown	1994
Elizabeth Black	1995
Thomas Green	1996
Susan Gray	1997
Charles White	1998
Patricia Black	1999

3. The third part of the document is a list of names and their corresponding dates. The names are listed in a column on the left, and the dates are listed in a column on the right. The names are: John Doe, Jane Smith, Robert Johnson, Mary White, William Brown, Elizabeth Black, Thomas Green, Susan Gray, Charles White, and Patricia Black. The dates are: 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, and 1999.

4. The fourth part of the document is a table with two columns. The first column is labeled "Name" and the second column is labeled "Date". The table contains the following data:

Name	Date
John Doe	1990
Jane Smith	1991
Robert Johnson	1992
Mary White	1993
William Brown	1994
Elizabeth Black	1995
Thomas Green	1996
Susan Gray	1997
Charles White	1998
Patricia Black	1999

5. The fifth part of the document is a list of names and their corresponding dates. The names are listed in a column on the left, and the dates are listed in a column on the right. The names are: John Doe, Jane Smith, Robert Johnson, Mary White, William Brown, Elizabeth Black, Thomas Green, Susan Gray, Charles White, and Patricia Black. The dates are: 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, and 1999.

6. The sixth part of the document is a table with two columns. The first column is labeled "Name" and the second column is labeled "Date". The table contains the following data:

Name	Date
John Doe	1990
Jane Smith	1991
Robert Johnson	1992
Mary White	1993
William Brown	1994
Elizabeth Black	1995
Thomas Green	1996
Susan Gray	1997
Charles White	1998
Patricia Black	1999

7. The seventh part of the document is a list of names and their corresponding dates. The names are listed in a column on the left, and the dates are listed in a column on the right. The names are: John Doe, Jane Smith, Robert Johnson, Mary White, William Brown, Elizabeth Black, Thomas Green, Susan Gray, Charles White, and Patricia Black. The dates are: 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, and 1999.

8. The eighth part of the document is a table with two columns. The first column is labeled "Name" and the second column is labeled "Date". The table contains the following data:

Name	Date
John Doe	1990
Jane Smith	1991
Robert Johnson	1992
Mary White	1993
William Brown	1994
Elizabeth Black	1995
Thomas Green	1996
Susan Gray	1997
Charles White	1998
Patricia Black	1999

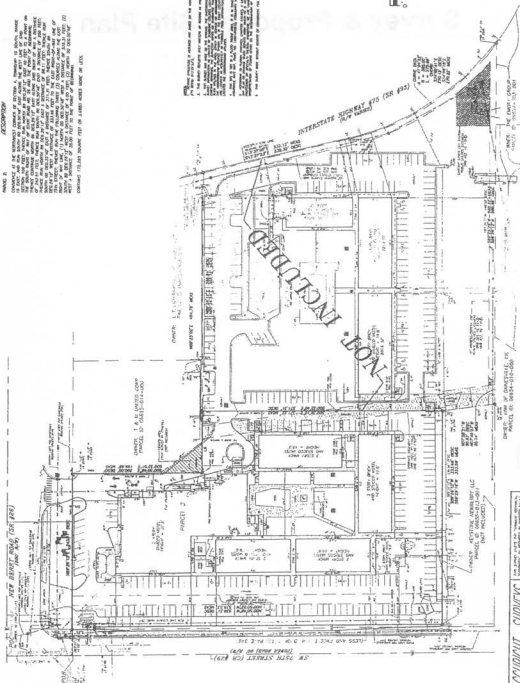
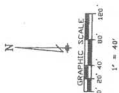
9. The ninth part of the document is a list of names and their corresponding dates. The names are listed in a column on the left, and the dates are listed in a column on the right. The names are: John Doe, Jane Smith, Robert Johnson, Mary White, William Brown, Elizabeth Black, Thomas Green, Susan Gray, Charles White, and Patricia Black. The dates are: 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, and 1999.

10. The tenth part of the document is a table with two columns. The first column is labeled "Name" and the second column is labeled "Date". The table contains the following data:

Name	Date
John Doe	1990
Jane Smith	1991
Robert Johnson	1992
Mary White	1993
William Brown	1994
Elizabeth Black	1995
Thomas Green	1996
Susan Gray	1997
Charles White	1998
Patricia Black	1999

CONTRIBUTED BY THE UNIVERSITY OF TEXAS AT AUSTIN, AUSTIN, TEXAS 78712-0001, U.S.A. (J.M.); AND THE UNIVERSITY OF TEXAS AT AUSTIN, AUSTIN, TEXAS 78712-0001, U.S.A. (J.M., J.S.).

INCIDENT



BOUNDARY SURVEY DATE: 11/2/10
PER FLORIDA STATUTES 51-17.003 2D

DATE	20/11/2002	BY	20/11/2002
BOUNDARY & LOCATION SURVEY			
CORNERSTONE USA			
NO. 100			

ACCURIGHT SURVEYS

2018 E. Robinson St.
Orlando, Florida 32803
PHONE FAX
(407) 854-5314 (407) 897-3777

Source: *Journal of the American Statistical Association*, 1997, 92, 1039-1052.

Environmental Resources Checklist



Alachua County, Board of County Commissioners
Department of Growth Management
19 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit to:
Development Services Division

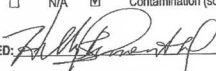
ENVIRONMENTAL RESOURCES ASSESSMENT CHECKLIST

Pursuant to Alachua County Comprehensive Plan 2002, as amended, Conservation Open Space Element Policy 3.4.1, applications for land use change, zoning change, and development approval shall be required to submit an inventory of natural resource information. The inventory shall include site specific identification, analysis and mapping of each resource present on or adjacent to the site. The identification and analysis shall indicate information sources consulted.

Natural Resources Checklist:

Check "Yes" for each resource or resource characteristic identified and discuss and provide supporting material.
Check "N/A" for each resource or resource characteristic not present or otherwise relevant to the application.

- | | | | | |
|-----|--------------------------|-----|-------------------------------------|--|
| Yes | ☐ | N/A | ☒ | Surface Waters (ponds, lakes, streams, springs, etc.) |
| Yes | ☐ | N/A | ☒ | Wetlands |
| Yes | ☐ | N/A | ☒ | Surface Water or Wetland Buffers |
| Yes | ☐ | N/A | ☒ | Floodplains (100-year) |
| Yes | ☐ | N/A | ☒ | Special Area Study Resource Protection Areas (Cross Creek, Idylwild/Serenola, etc) |
| Yes | ☐ | N/A | ☒ | Strategic Ecosystems (within or adjacent to mapped areas) |
| Yes | ☐ | N/A | ☒ | Significant Habitat (biologically diverse natural areas) |
| Yes | ☐ | N/A | ☒ | Listed Species/Listed Species Habitats (FNAI S1, S2, & S3; State or Federally E, T, SSC) |
| Yes | ☐ | N/A | ☒ | Recreation/Conservation/Preservation Lands |
| Yes | ☐ | N/A | ☒ | Significant Geological Features (caves, springs, sinkholes, etc.) |
| Yes | ☐ | N/A | ☒ | High Aquifer Recharge Areas |
| Yes | ☐ | N/A | ☒ | Wellfield Protection Areas |
| Yes | ☐ | N/A | ☒ | Wells |
| Yes | ☐ | N/A | ☒ | Soils |
| Yes | ☐ | N/A | ☒ | Mineral Resource Areas |
| Yes | ☐ | N/A | ☒ | Topography/Steep Slopes |
| Yes | ☐ | N/A | ☒ | Historical and Paleontological Resources |
| Yes | ☐ | N/A | ☒ | Hazardous Materials Storage Facilities |
| Yes | ☐ | N/A | ☒ | Contamination (soil, surface water, ground water) |

SIGNED: 

PROJECT # _____

DATE: 3-25-2011

For assistance please visit the Alachua County Environmental Protection Department (ACEPD) website at
<http://www.alachuacounty.us/government/depts/epd/natural/devchecklist.aspx> or contact ACEPD at (352) 264-6800.
(version 5/20/05)



Alachua County, Board of County Commissioners
 Department of Growth Management
 10 SW 2nd Ave., Gainesville, FL 32601
 Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit Application to:
 Development Services Division

COURT-APPOINTED RECEIVER'S ~~EXISTING OWNERS'~~ AFFIDAVIT

Deborah Lynn Cannon-Taylor

~~Owner~~ Court-Appointed Receiver

Application No. _____

Additional Owners _____

C. David Coffey P.A.

Appointed Agent(s) _____

08655-013-000

Parcel Number(s)

4

Section

10

Township

19

Range

Special Use Permit _____

Type of Request _____

Court-Appointed Receiver for
 I (we), the ~~property owners~~ subject property, being duly sworn, depose and say the following:

1. That I am (we are) the ~~owner~~ Court-Appointed Receiver for the property described in the attached legal description;
2. That this property constitutes the property for which the above noted land use request is being made to the Alachua County Board of County Commissioners;
3. That I (we), the undersigned, have appointed, and do appoint, the above noted person(s) as my (our) agent(s) to execute any agreement(s), and other documents necessary to effectuate such agreement(s) in the process of pursuing the aforementioned land use request;
4. That this affidavit has been executed to induce the Alachua County Board of County Commissioners to consider and act on the subject request;
5. That I (we), the undersigned authority, hereby certify that the foregoing statements are true and correct.

Deborah L. Cannon

~~Owner~~ (signature)

Court-Appointed Receiver

Owner (signature) _____

Owner (signature) _____

STATE OF FLORIDA
 COUNTY OF ALACHUA

SWORN AND SUBSCRIBED BEFORE ME

THIS 13th DAY OF August 2011
 BY [Signature]

WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION

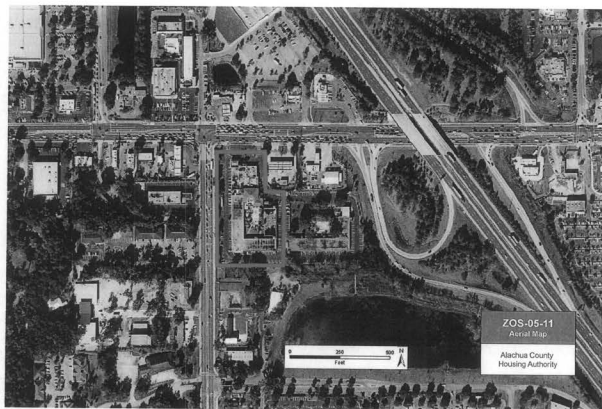
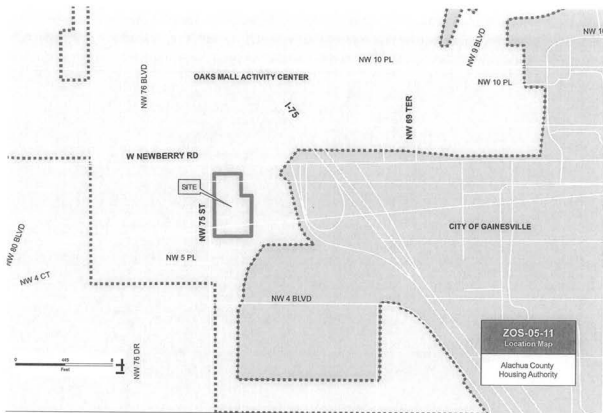
(TYPE OF IDENTIFICATION) _____

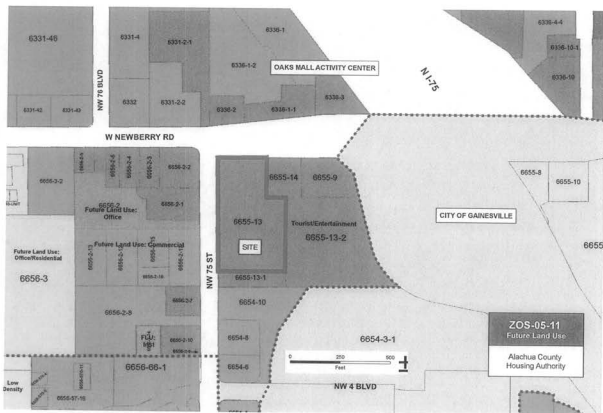
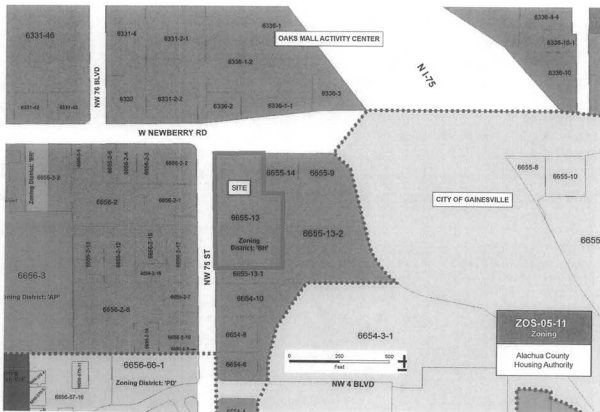
(SEAL ABOVE)

Notary Public, Commission No. _____

(Name of Notary typed, printed, or stamped)







Applicant Request

- The request is for a special use permit to provide transitional housing for veterans in a former hotel facility
- Maximum of 152 occupants (1 per room)
- Maximum stay: 2 years

Staff Recommendation

- Staff recommendation is for approval of the request with the conditions and bases as noted in the staff report

Bases for Approval

- The application is consistent with the institutional policies found in the Comprehensive Plan as well as the Plan as a whole. The project will utilize an existing structure and is in keeping with the character of the area. The proposed site provides readily available mass transit and will not adversely impact public infrastructure. In addition, the request meets the criteria for approval of a special use permit as found in Chapter 402.124 of the ULDC.

June 14, 2011 Regular BoCC Meeting
Agenda Item #34

Title

Surplus Property Disposal at 2011 Non-Profit and Public Auctions (Amended)

Amount

\$95,031.00

Description

Surplus property auctions for non-profit organizations and other governments were held on April 5, 2011, and for the public April 25 and 29, 2011. A surplus vehicle auction for non-profit organizations and other governments was held on March 31, 2011 and for the public on May 14, 2011.

Recommendation

Request adoption of the resolution on Disposal of Alachua County Surplus Property with Exhibit A "Alachua County Surplus Property Disposal Report" for auctions held on March 31, April 5, 25 and 29 and May 14, 2011,

Alternative(s)

NA

Requested By

Linda Schoellhorn, ext 2521

Originating Department

Finance & Accounting

Attachment(s) Description

Resolution with Exhibit A "Alachua County Surplus Property Disposal Report"

Documents Requiring Action

Resolution with attached report

Executive Summary

A surplus property auction for non-profit organizations and other governments was held April 5, 2011 and public auctions were held April 25-29, 2011. A surplus vehicle auction for non-profit organizations and other governments was held March 31, 2011 and the public auction for vehicles was held on May 14, 2011.

Background

Alachua County, a Charter County pursuant to Article VIII, Section 1(g), of the Florida Constitution, has all powers of local self-government not inconsistent with general law or with special law approved by vote of the electors. Alachua County adopted Resolution 94-34 on April 12, 1994, authorizing the Clerk to dispose of surplus property in accordance with Chapter 274, Florida Statutes. Resolution 94-34 requires that the Clerk have the report recorded in the Minutes of the Board of County Commissioners. (Detailed listing available in Finance & Accounting and will be filed with Boce minutes.)

Issues

None

Fiscal Recommendation

NA

Fiscal Alternative(s)

NA

Funding Sources

NA

Account Code(s)

001-0000-364.25-00 (\$7,460), 011-5480-364.25-00 (\$2,448), 126-5440-364.25-00 (\$4,298), 148-7600-364.25-00 (\$3,546), 149-7900-364.25-00 (\$709), 506-0460-364.25-00 (\$38,092), 508-0460-364.25-00 (\$38,478)

Attachment: BOCC_Resol_Mar_to_May_2011_Auctions.pdf

RESOLUTION 11 -60

A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF ALACHUA COUNTY, FLORIDA
RATIFYING THE CLERK'S REPORT ON THE DISPOSAL
OF ALACHUA COUNTY SURPLUS PROPERTY;
PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County, a Charter County pursuant to Article VIII, Section 1(g), of the Florida Constitution, has all powers of local self-government not inconsistent with general law or with special law approved by vote of the electors; and,

WHEREAS, Alachua County adopted Resolution 94-34 on April 12, 1994, authorizing the Clerk to dispose of surplus property in accordance with Chapter 274, Florida Statutes; and,

WHEREAS, Resolution 94-34 requires the Clerk to prepare a report to the Board on the disposal of Alachua County surplus property; and,

WHEREAS, Resolution 94-34 requires that the Clerk have the report on the disposal of Alachua County surplus property recorded in the Minutes of the Board of County Commissioners; and,

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

1. As authorized by Chapter 274, Florida Statutes and Resolution 94-34, the Clerk has disposed of certain surplus property of the County described in the report attached hereto as Exhibit A "Alachua County Surplus Property Disposal Report" and incorporated herein.
2. The Clerk will adjust the property records of Alachua County to reflect the lawful disposition of the property on the "Alachua County Surplus Property Disposal Report". [Attached]
3. By adoption of this resolution the Board ratifies the Clerk's report on the disposal of Alachua County surplus property.

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

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

ATTEST:


J.K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM:

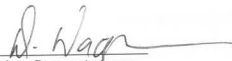

Alachua County Attorney

Exhibit A
Alachua County Surplus Property Disposal Report
Summary

Section A: Equipment sold to non-profit or other governmental agencies	\$ 765.00
Section B: Equipment sold at public auction	4,095.00
Section C: Property donated, recycled or otherwise disposed	-
Section D: Surplus vehicles sold to non-profit or other governmental agencies	12,200.00
Section E: Surplus vehicles sold at public auction	77,971.00
Total Revenue	<u><u>\$95,031.00</u></u>

Tag #	Dept.	A.#	Prop. #	Serial #	Detailed Description	Buyer	Auction
22890	ACDPS				3'x4' Dry-Erase White Board, wall mount	NFP 001	1.00
22902	ACDPS	none	ACDPS #233		Media Cart 3-levels medal, black	NFP 001	1.00
23818	ACDPS-EOC		none	53134005	Shure SCM 800 Audio Microphone Mixer 8-channel	NFP 001	2.00
21019	Admin Svcs		none	CNBJ725243	HP LaserJet 3380 all-n-one printer	NFP 001	1.00
24708	Clerk		none	UZ08848	Canon LaserClass 2050P Fax, model H12249 Syn G3, receives good, outgoing problems	NFP 001	1.00
24743	ITS				Dell Heavy fabric laptop case, black	NFP 001	1.00
21698	ACDPS				23 Mauve molded stackable chairs, black legs	NFP 002	31.00
22878	ACDPS	11015	35609	20702184	Eagle 1 Scan Thermal Imager, No factory support	NFP 002	2.00
24160	ACDPS				Generic 10 metal drawers, grey, tool cabinet, 36 1/2"x22"x57 1/2"	NFP 002	3.00
24163	ACDPS	4380	21855	1480612	Generac SVP-5000, 10hp, 5000 watts 6250 max watts, no fuel tank	NFP 002	25.00
24164	ACDPS	4379	21854	1480644	Generac SVP-5000, 10hp, 5000 watts 6250 max watts, no fuel tank	NFP 002	25.00
24167	ACDPS				Heavy duty wheeled cart with removable handle, 80"x26"	NFP 002	5.00
24394	ACDPS-E911	12699	37164	USV40400JJ	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, 40gb hd, CD-ROM, from CC95	NFP 002	5.00
23813	ACDPS-EOC		none	JCCC1702167	Sylvania 15" Flat Panel monitor, model SF150	NFP 002	5.00
25009	ACDPS-EOC		none	35413543TA	Mitsubishi 17" Flat Panel monitor, DiamondPoint NXM76LCD	NFP 002	5.00
23985	Clerk				Table workstation, adjustable legs for height, 4'x 30" oak finish top	NFP 002	5.00
24730	Court Admin				Wood Podium, wheels	NFP 002	8.00
25019	Court Admin		none	99050252	Apollo Overhead Projector, Concept 2200	NFP 002	4.00
23753	EPD	13027	37633	5VZ4P61	Dell OptiPlex GX280 Tower, P4 3.2 ghz, 1gb ram, 80gb hd, DVD-ROM	NFP 002	10.00
23755	EPD	13026	37632	4TZ4P61	Dell OptiPlex GX280 Tower, P4 3.2 ghz, 2gb ram, 80gb hd, DVD-ROM	NFP 002	12.00
23759	EPD	13028	37634	HTZ4P61	Dell OptiPlex GX280 Tower, P4 3.2 ghz, 1gb ram, 80gb hd, DVD-ROM	NFP 002	10.00
16014	SOE		none	CN0U4931466 334C93N5S	Dell Monitor 17" Flat Panel, model E173FPb	NFP 002	5.00
16015	SOE		none	CN0D5428728 72522	Dell Monitor 17" Flat Panel, model E173FPf	NFP 002	5.00
16016	SOE		none	CN0D5428728 7225222NRL	Dell Monitor 17" Flat Panel, model E173FPf	NFP 002	5.00
22900	ACDPS				White Board, dry erase. 30"x40", free standing	NFP 003	2.00
11318	Admin Svcs				1-Clear floor mats	NFP 003	0.00
24737	Clerk				Bookcase, 3 shelves, Oak finish, 31"x36"x12"	NFP 003	2.00
24884	Clerk				Bulletin board 18"x24", wall mount, wood frame	NFP 003	1.00
24998	Clerk				4 Side chair, beige fabric	NFP 003	2.00

Tag #	Dept.	A #	Prop. #	Serial #	Detailed Description	Buyer	Auction
24732	Court Admin				Wood Podium, wheels	NFP 003	0.00
20136	Health Dept	NIS	H0974	02087A	Telex Slide Projector in case, model 3230	NFP 003	1.00
19579	Public Defender	NIS	1867 Public Defender		4 drawer file cabinet, lateral, beige, legal	NFP 003	4.00
19580	Public Defender	NIS	2239 Public Defender		4 drawer file cabinet, lateral, beige, legal	NFP 003	4.00
18998	Ag Extension				Exec. Chair, La-Z-Boy blue fabric, high back	NFP 004	12.00
18999	Ag Extension				Sec. chair, La-Z-Boy, brown fabric	NFP 004	12.00
24734	Clerk				Sec. chair, La-Z-Boy, blue fabric	NFP 004	12.00
23483	Court Admin				Sec. La-Z-Boy chair, blue fabric	NFP 004	12.00
24733	Court Admin				Wood Podium, wheels	NFP 004	12.00
24241	Facilities				Exec. Chair La-Z-Boy high back, black fabric	NFP 004	12.00
24242	Facilities				Sec. La-Z-Boy chair, blue fabric, high back	NFP 004	12.00
24893	Facilities	NIS	6008		Bookcase, walnut finish, 6 shelves, 36"x84 1/4"x12"	NFP 004	10.00
23158	Health Dept				Metal shelving 2-Beige Metal 6 shelf storage	NFP 004	10.00
22886	ACDPS				Chair Caddy transporter	NFP 005	3.00
87	ACDPS				10 folding Brown metal chairs with desktop	NFP 005	2.00
24151	ACDPS	none	15416		Media Cart, 3-levels, beige, 24"x18"x33"	NFP 005	1.00
24155	ACDPS				Sec. chair, black fabric	NFP 005	3.00
24168	ACDPS				Heavy duty wheeled cart with removable handle, 80"x26"	NFP 005	6.00
24171	ACDPS				Yellow fiberglass storage, 2'x3'x4', built in wheels and handle	NFP 005	1.00
24172	ACDPS				Yellow fiberglass storage, 2'x3'x4', built in wheels and handle	NFP 005	1.00
24178	ACDPS				Yellow fiberglass storage, 2'x3'x4', built in wheels and handle	NFP 005	2.00
24179	ACDPS				Yellow fiberglass storage, 2'x3'x4', built in wheels and handle	NFP 005	2.00
25153	ACDPS				small conference table	NFP 005	1.00
23823	ACDPS-EOC				Box of misc. audio/video components	NFP 005	0.00
11320	Admin Svcs				1 anti-glare screen	NFP 005	1.00
11324	Admin Svcs-Purchasing				Florida Statute books 2003-2006	NFP 005	0.00
14	Admin Svcs-Purchasing				4 drawer HON file cabinet, tan, legal	NFP 005	1.00
23845	Clerk				Box of Misc. office supplies	NFP 005	1.00

Tag #	Dept.	A #	Prop. #	Serial #	Detailed Description	Buyer	Auction
23976	Clerk	NIS	11057		3-level cart form moving file folders 39 1/4"x 16 1/4"x 40 1/2"	NFP 005	1.00
23977	Clerk				2 drawer HON file cabinet, beige, legal	NFP 005	1.00
24720	Clerk				Small table, wood, small drawer, 18"x32"x27"	NFP 005	3.00
24724	Clerk				Storage Cabinet, with doors, 28 1/4"x24"x58 1/4", walnut finish, 4 drawers	NFP 005	2.00
24878	Clerk				Bulletin/White board, 24"x36", wall mount, wood frame	NFP 005	1.00
24885	Clerk				3-Bulletin Boards, 18"x24", wall mount, metal frames	NFP 005	1.00
24900	Clerk				Desk, walnut finish, with return	NFP 005	1.00
24995	Clerk				Mail/forms holder, adjustable, 19 3/4"x21 1/4"x12"	NFP 005	1.00
25015	Clerk				Bookcase, brown, 3 shelves, 48"x46"x12"	NFP 005	1.00
25016	Clerk				Printer stand, Black top, metal legs, 24"x18"	NFP 005	1.00
24731	Court Admin				Wood Podium, wheels	NFP 005	3.00
24891	Court Admin				Bookcase (6), walnut finish, wall mount, 6 shelves, 32"x81"x10 1/2"	NFP 005	5.00
24892	Court Admin				Bookcase (6), walnut finish, wall mount, 6 shelves, 27"x81"x10 1/2"	NFP 005	5.00
24976	F&A	NIS	1563		Document storage, (check size) metal chest of 42 drawers, grey	NFP 005	1.00
24977	F&A	NIS	1562		Document storage, (check size) metal chest of 42 drawers, grey	NFP 005	1.00
24979	F&A	NIS	1397		Document storage, (check size) metal chest of 42 drawers, grey	NFP 005	1.00
24980	F&A	NIS	1392		Document storage, (check size) metal chest of 42 drawers, grey	NFP 005	1.00
24981	F&A	NIS	1561		Document storage, (check size) metal chest of 42 drawers, grey	NFP 005	1.00
24237	Facilities				Bookcase, 4 shelves, walnut finish	NFP 005	1.00
24704	GAL				Bookcase oak finish, 3 shelves, 36"x47 1/2"x12"	NFP 005	1.00
23127	Health Dept				4 drawer File Cabinet, black, letter	NFP 005	1.00
23162	Health Dept				4 drawer HON lateral, file cabinet, tan, legal	NFP 005	6.00
23169	Health Dept				2 drawer HON file cabinet, beige, lateral, legal	NFP 005	1.00
19596	Public Defender				4 drawer HON file cabinet, beige, legal	NFP 005	3.00
23683	Public Defender				4 drawer HON file cabinet, beige, legal	NFP 005	3.00
24705	PW Fleet	1112	16233		Sears Craftman's Tool chest 36" wide Black	NFP 005	1.00
23588	Tax Collector				Desk large corner, 6 pieces, light top	NFP 005	1.00
23590	Tax Collector	10514	34790		Desk, metal gray, with hutch, 60"x25"	NFP 005	6.00
23594	Tax Collector				Bookcase, walnut finish, 6 shelves, 31"x72"x11"	NFP 005	1.00

Tag #	Dept.	A #	Prop. #	Serial #	Detailed Description	Buyer	Auction
21941	Tourist Bureau		none	952973	3M Projector 2000 and 2 lamps, model 2000 AG	NFP 005	1.00
21393	ACDPS	11312	35822	J7HLD21	Dell Latitude C640 laptop, P4 2ghz, 100gb hd, 512mb ram, DVD-ROM, will not hold charge	NFP 006	12.00
21699	ACDPS				43 Grey Vinyl stackable chairs, silver legs	NFP 006	11.00
24741	ACDPS		none	AS0432133072	APC Smart-UPS 1500	NFP 006	1.00
21378	ACDPS-E911				3 OF THE 4 Phone equipment Racks	NFP 006	1.00
21380	ACDPS-E911				3 boxes misc. wires, cables for E-991 phone equipment	NFP 006	1.00
24339	ACDPS-E911				2 Phone equipment racks	NFP 006	1.00
24377	ACDPS-E911	9004	34254	1212	Spectracom Master Clock, netlock/GPS, model 8183, rack mount, from CC95	NFP 006	1.00
24087	ACDPS-EOC		none	GYG2D11	Dell OptiPlex GX240 Desktop, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM	NFP 006	1.00
24088	ACDPS-EOC		none	DYG2D11	Dell OptiPlex GX240 Desktop, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM	NFP 006	1.00
24089	ACDPS-EOC		none	GN37F11	Dell OptiPlex GX240 Desktop, P4 1.6ghz, 512mb ram, 20gb hd, CD-RW	NFP 006	1.00
24091	ACDPS-EOC		none	FYG2D11	Dell OptiPlex GX240 Desktop, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM	NFP 006	1.00
24093	ACDPS-EOC		none	8YG2D11	Dell OptiPlex GX240 Desktop, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM	NFP 006	1.00
24098	ACDPS-EOC	10587	35402	36HN811	Dell Latitude laptop, NO Hard Drive	NFP 006	1.00
24091	ACPA	9134	34382		TrippLite Smarttrack 45u, Server Rack, black Bookcase 6 shelves, walnut finish inside, bookcase made to be built-in, 81"tall x 32" wide x 12"	NFP 006	3.00
24989	Admin Svcs					NFP 006	16.00
22101	Admin Svcs-EO	12357	36747	JPGR001517	HP LaserJet 5500 Color printer, model 5500DN	NFP 006	5.00
22107	Admin Svcs-EO		none	LP35HS1704060181	Wilson Jones Laminator, model LP35HS	NFP 006	1.00
23846	Clerk				Box of Misc. office supplies	NFP 006	1.00
22725	Clerk IS	8741	34004	Y9X5Z	Dell Inspiron 7500 Laptop, PIII 750mhz, 6gb hd, 383 mb ram	NFP 006	3.00
23448	Clerk IS	11066	35668	J4KGR11	Dell OptiPlex GX 240 desktop, P4 2ghz, 512mb ram, 20gb hd, CD-ROM	NFP 006	3.00
23869	Clerk IS	9138	34374	DZ1JP01	Dell Inspiron 4000 laptop, PIII 700mhz, 256mb ram, 10gb hd	NFP 006	3.00
23882	Clerk IS				13 OF 17- 15" Dell Flat Panel monitors, model E151FPp	NFP 006	15.00
23883	Clerk IS		none	KR032DVX4760216LAER7	15" Dell Flat Panel monitor, model 1503FP	NFP 006	2.00
24894	Court Admin				Bookcase, walnut finish, wall mount, 6 shelves, 25 1/4"x81"x10 1/2"	NFP 006	11.00
23144	Health Dept	14264	38460	4F6LNB1	Dell Latitude D820 Laptop, no hard drive, DVD-RW	NFP 006	3.00
23160	Health Dept				Bookcase, 5 shelf, wood, some damage	NFP 006	11.00
2381	ITS	12616	37186	5HPP751	Dell Latitude D800 laptop, 1.4ghz, no Battery, no power cord	NFP 006	3.00
23616	ITS		none	N11071	Hub Trans Server, computer card	NFP 006	2.00

Tag #	Dept.	A #	Prop. #	Serial #	Detailed Description	Buyer	Auction
23619	ITS				APC Smart UPS 1000	NFP 006	1.00
23636	ITS		none	PB98354	APC Back-UPS 500	NFP 006	1.00
23639	ITS	12751	37252	F3S2N51	Dell Latitude D600 laptop, 1.8ghz, no hard drive, no power cord	NFP 006	3.00
23642	ITS		none	AS0510130917	APC Smart 750XL UPS	NFP 006	1.00
23644	ITS		none	QS01315735	APC Smart 1000XL UPS	NFP 006	1.00
23656	ITS		none	AS0510130915	APC Smart 750XL UPS	NFP 006	2.00
23664	ITS	12386	36754	4Y2W141	Dell OptiPlex GX270 tower, P4 3 ghz, 1gb ram, 80gb hd, DVD-ROM	NFP 006	3.00
16013	SOE		none	MX08G152476 0535GDBWM	Dell Monitor 17" Flat Panel, model 1702FP	NFP 006	2.00
15327	Waste Collection	13264	37841	5SJ8S71	Dell OptiPlex GX280 desktop, P4 2.8 ghz, 1gb ram, 80gb hd, DVD-ROM	NFP 006	3.00
23628	ITS	11261	35809	931X321	Dell PowerEdge 2600 server, Xeon 1.8ghz	NFP 007	5.00
23637	ITS		none	5B0851T16707	APC Back-UPS RS 900500	NFP 007	5.00
23657	ITS		none	AS0513130155	APC Smart 1000XL UPS	NFP 007	5.00
23804	ACDPS- EOC	13993	39063	4903	Electronics AM8, Automatic Microphone Mixer, 8 In, 1 Out	NFP 008	1.00
23806	ACDPS- EOC	13991	39061	4905	Electronics AM8, Automatic Microphone Mixer, 8 In, 1 Out	NFP 008	1.00
23814	ACDPS- EOC		none	53133995	Shure SCM 800 Audio Micophone Mixer 8-channel	NFP 008	1.00
23819	ACDPS- EOC		none	53134017	Shure SCM 800 Audio Micophone Mixer 8-channel	NFP 008	1.00
18572	ACPA	11200	35396	DYVFT11	Dell PowerEdge 2650 server	NFP 008	1.00
24126	Clerk				Windmere Air Purifier Ionizer	NFP 008	1.00
23874	Clerk IS	13186	37248	H06MK71	Dell Precision 670 Server XEON 3.4ghz, Parts Only	NFP 008	1.00
23620	ITS		none	JAB03063117	Cisco Router 800 series and power cord, model 804	NFP 008	1.00
21378	ACDPS- E911				1 OF THE 4 Phone equipment Racks	NFP 009	10.00
20243	ACPA	12736	37283	86RSL51	Dell PowerEdge 750 server, P4 2.8ghz, CD-ROM, 18gb hard drive	NFP 009	10.00
23859	Clerk IS				Lan Rack Parts	NFP 009	5.00
23882	Clerk IS				4 OF 17- 15" Dell Flat Panel monitors, model E151FPp	NFP 009	5.00
23629	ITS	13141	37658	4YND971	Dell PowerEdge 2800 server, Xeon 2.8ghz	NFP 009	50.00
23631	ITS	11228	35800	H2KC121	Dell PowerEdge 2650 Rack Server, Xeon 1.8ghz	NFP 009	50.00
23632	ITS	12379	36749	3TXMN31	Dell PowerEdge 2650 server, with 4 hard drives, rack mount	NFP 009	50.00
23633	ITS	12872	37366	6B4S361	Dell PowerEdge 2650 server, with 3 hard drives, rack mount	NFP 009	50.00

TOTAL PURCHASED BY NFP OR OTHER GOVERNMENTS

\$ 765.00

Tag #	Asset #	Prop. #	Serial #	Detailed Description	Buyer	Revenue
23596	11238	35796	8410313/9613970	ATM Triton Mako	Bidder 001	101.00
22891				6 Beige molded stackable chairs, with silver legs	Bidder 002	6.00
23756	12866	37360	7VXK061	Dell OptiPlex GX280 Tower, P4 2.8 ghz, 1gb ram, 40gb hd, DVD-ROM	Bidder 005	20.00
23647	13039	37645	B105P61	Dell OptiPlex GX280 Tower, P4 3.2 ghz, 512mb ram, 80gb hd, DVD-ROM	Bidder 005	20.00
22879				Desk, single ped, hutch, light oak finish	Bidder 006	26.00
24994				Desk with left return, light oak finish, metal body beige	Bidder 006	6.00
22106				Box of Misc. office supplies	Bidder 006	6.00
23954				Box of Misc. Notebooks	Bidder 006	7.00
24996				Box of mics. Office supplies	Bidder 006	6.00
23875		none	748CW71	Dell OptiPlex 170L base, PIII 2ghz, 512mb ram	Bidder 009	5.00
25027	NIS	FI GAL 0207	CNJVL21	Dell OptiPlex 260 small form desktop, P4 2.4 ghz, 20gb hd, 512mb ram, CD-ROM	Bidder 009	5.00
24086		none	7T72D11	Dell OptiPlex GX240 Tower, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM	Bidder 009 FS	6.00
24094		none	CYG2D11	Dell OptiPlex GX240 Desktop, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM	Bidder 009 FS	6.00
24451	8790	34052	531	Repro Technology Blueprint Printer, model 5000	Bidder 009 FS	1.00
22528				6- Ferno Stretcher Pads-Red	Bidder 010	13.00
23125	NIS	35417	25302	Keystone Vision Tester, Telebinocular	Bidder 010	1.00
23126	NIS	35418	25310	Keystone Vision Tester, Telebinocular	Bidder 010	1.00
23159	NIS	H00443		Blood Draw Chair	Bidder 010	17.00
24092		none	9YG2D11	Dell OptiPlex GX240 Desktop, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM	Bidder 012	13.00
24076		none	B9B8F11	Dell OptiPlex GX240 Tower, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM	Bidder 012	13.00
18997	NIS	3509		Side chair, metal frame, turquoise vinyl	Bidder 012	1.00
23861	11907	36507	FHN5231	Dell OptiPlex GX260 base, P4 3.06ghz, 256mb ram, 40gb hd, CD-ROM	Bidder 012	23.00
24054		none	OLJ 000 331	Intuos Graphics Tablet-Wacom Co. with software, model GD-0912-u	Bidder 013	1.00
23988				Desk 3 pieces, Formica top grey, no drawer, return one ped, 44"x44"	Bidder 013	10.00
24130				Desk work station, no Drawers, Grey, hutch, metal legs	Bidder 013	5.00
24127				Table 30"x60", walnut finish	Bidder 013	10.00
24128				Table 30"x60", walnut finish	Bidder 013	10.00
23645		none	FB9825607135	APC Back-UPS 650	Bidder 013	1.00
23655		none	B93040344771	APC Back-UPS 250	Bidder 013	5.00
13092				Box of Misc. office supplies	Bidder 015	3.00
23622		none	250631211	Cisco Router 2500 series, model 2514	Bidder 015	3.00
23808	10650	35506	023808931S00440 037	General Instrumental 4DTV Satellite Receiver DR922 4DTV receivers were designed to receive analog NTSC (except the DSR-905) in the clear or VideoCipherII channels and feeds, as well as digital Digicipher 2 signals as a TVRO satellite system on both C and Ku bands.	Bidder 015 FS	0.00
23138		none	9177004	Eiki RingMaster II Auto focus slide projector, model 840A	Bidder 015 FS	1.00
23618		none	194497	Cisco Router 1700 series and power cord, model 1720	Bidder 015 FS	1.00
23621		none	250630762	Cisco Router 2500 series, model 2514	Bidder 015 FS	1.00
24177	15198			Western Shelter Systems Snap Tank, for portable water storage, fire fighting	Bidder 016	52.00
24452				Light Box-Large about 4'x4'	Bidder 016	36.00
23980	NIS	630		4 drawer Shaw/Walker file cabinet, grey, legal	Bidder 016	21.00
24983				6 File drawers (Shaw Walker), stackable, grey metal, legal	Bidder 016	12.00
24984				6 File drawers (Shaw Walker), stackable, grey metal, legal	Bidder 016	12.00

Tag #	Asset #	Prop. #	Serial #	Detailed Description	Buyer	Revenue
24985				6 File drawers (Shaw Walker), stackable, grey metal, legal	Bidder 016	12.00
24986				6 File drawers (Shaw Walker), stackable, grey metal, legal	Bidder 016	12.00
24987				6 File drawers (Shaw Walker), stackable, grey metal, legal	Bidder 016	12.00
22898	NIS	ACDPS 6505		Grey Metal cart, 3 levels wire shelves	Bidder 017	10.00
24951				Box of Misc. office supplies	Bidder 020	1.00
23131	NIS	35412	25304	Keystone Vision Tester, Telebinocular	Bidder 020	3.00
23952				Box of Misc. Notebooks	Bidder 021	1.00
24716				Briefcase (Samsonite), black	Bidder 021	2.00
24717				Briefcase (Samsonite), grey	Bidder 021	2.00
23821		none	PB0228120954	APC Power Backup UPS ES 650	Bidder 023	1.00
20248				Epson LX 300x, Dot Matrix printer	Bidder 023	1.00
23803		none	EC58011100286	Minuteman Enterprise E500 UPS	Bidder 024	5.00
23586				Box of Symbol model VS4000 hand scanners and cords	Bidder 024	5.00
23161				Desk small walnut finish wood desk, 30"x42"	Bidder 026	5.00
23662				Misc. rack mounting accessories	Bidder 028 FS	2.00
22897				Metal Shelf, storage, pieces	Bidder 029	10.00
22904				Sec. chair blue fabric, with arms	Bidder 029	10.00
23838				Aluminum Hand rail 5'4"x42" high, 2" aluminum tubing	Bidder 029	10.00
23129				4 drawer file cabinet, grey, letter	Bidder 029	25.00
20273		none	5206301849	Aficio 350e Copier	Bidder 030	35.00
24958				Desk plastic organizer	Bidder 030	4.00
25158	NIS	9033		5 Drawer File Cabinet Gary legal	Bidder 030	74.00
25032		none	USEF075277	HP LaserJet 4000TN printer	Bidder 030	12.00
23680				2 drawer file cabinet, black, legal	Bidder 030	20.00
23698				2 drawer file cabinet (Anderson Hickey), tan, legal	Bidder 030	20.00
23991				5 drawer file cabinet, beige	Bidder 030	36.00
23837	NIS	P-32		Hat/Coat Rack, grey metal stand, 50"x16 1/2"x78"	Bidder 031	40.00
23863	11586	36246	1H78K21	Dell OptiPlex GX260 base, P4 2 ghz, 512mb ram, 40gb hd, CD-ROM	Bidder 031	20.00
23758	13117	37783	HV8J171	Dell OptiPlex GX280 Tower, P4 3.2 ghz, 1.5gb ram, 80gb hd, DVD-ROM	Bidder 031	30.00
22884				Small box of strobe light frames for Ambulance	Bidder 032	0.00
22885				79" tall OraVisual A-Frame Easel, Model G-357	Bidder 032	10.00
24999				2-Pallets of Misc. Truck & auto parts	Bidder 032	65.00
24706				Sears Craftman's Tool chest 36" wide Black, locked	Bidder 033	201.00
24982				4 File drawers (Shaw Walker), grey metal, legal	Bidder 034	10.00
25155				2 Drawer lateral file cabinet, gray, legal	Bidder 034	10.00
21023				Circular Display rack about 5' tall, black	Bidder 035	4.00
23831				Sec. chair Black fabric	Bidder 035	4.00
23958				Sec. grey fabric chair	Bidder 035	4.00
23165				Sec. Blue fabric, chair	Bidder 035	5.00
24719				Small table, wood, 32"x17 3/4"x27"	Bidder 038	6.00
24729				Wood Podium, wheels	Bidder 038	10.00
22883				21 Black Molded stackable chairs with heavy chrome wire frame	Bidder 040	22.00
20246		none	SG91760923	ProCurve 4000M Network Switch 10/100, model HPJ4121A	Bidder 040	3.00
20271		none	SG11602253	ProCurve 4000M Network Switch, 10/100, model HPJ4121A	Bidder 040	16.00
20272		none	SG11602254	ProCurve 4000M Network Switch, 10/100, model HPJ4121A	Bidder 040	26.00
23847				2 Box of Misc. office supplies	Bidder 040	5.00
24887				Hutch, Oak finish, adjustable slots, lettersize, 27 1/5"x 58"x12"	Bidder 040	4.00
25159				Misc. metal shelving pieces	Bidder 040	1.00
24895				Bookcase, walnut finish, wall mount, 6 shelves, 25 1/4"x81"x10 1/2"	Bidder 040	8.00
24896		none	Q2231082	Calculator Casio, model DR-250HN	Bidder 040	6.00

Tag #	Asset #	Prop. #	Serial #	Detailed Description	Buyer	Revenue
23640		none	LZIV56D5DE060	Super Stack 3 (3-COM) network switch, model 4228G	Bidder 040	3.00
25167				3-Calculators Casio DL-250LA, with no paper roll holders	Bidder 040	12.00
18576				Misc. Dell 7000245-000 Power Supplies	Bidder 041	2.00
24975				File cabinet, 4 drawers, beige, legal, lateral, 30" wide	Bidder 043	5.00
22548	5827	31084	FR1-379	Acronic Mannequin CPR Adult, emergency rescue	Bidder 044	12.00
22549				Acronic Mannequin CPR Adult, emergency rescue	Bidder 044	12.00
22550				Acronic Mannequin CPR Child, emergency rescue	Bidder 044	13.00
22908	NIS	14647		Acronic Mannequin CPR Adult, emergency rescue	Bidder 044	13.00
24176				Box of Bendix King radio accessories, earbuds, belt clips, and charging stations	Bidder 044	5.00
11317				Metal stool, not adjustable	Bidder 045	12.00
24880				Bulletin/White board, 24"x36", wall mount, wood frame	Bidder 045	7.00
24881				Bulletin board 24"x36", wall mount	Bidder 045	6.00
25156				4 drawer file cabinet, black, legal	Bidder 045	27.00
23591				Bookcase 4 shelves, 48 1/2" tall x 11 3/4" x 37" wide, grey finish, black shelves	Bidder 045	12.00
24204				Sec. chair blue fabric	Bidder 046	25.00
25163		none	CN0D5428788725 4SC80L	Dell 17" Flat Panel, model E173FPi, has two small areas that are bad	Bidder 046	30.00
25164		none	MY05R108476033 19D4RZ	Dell 15" Flat Panel, model 1504FP	Bidder 046	25.00
24382	12687	37152	USV40400JN	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, 40gb hd, CD-ROM, from CC95	Bidder 047	45.00
24390	12695	37160	USV40400JG	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, 40gb hd, CD-ROM, from CC95	Bidder 047	45.00
24391	12696	37161	USV40400JP	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, 40gb hd, CD-ROM, from CC95	Bidder 047	45.00
17193	8947	34197	US03153295	HP Vesta Workstation VL600MT, PIII ??, 128mb ram, NO Hard Drive, DVD-ROM	Bidder 047	14.00
24340	12685	37150	USV41605P1	HP Workstation xw4100, P4 2.6ghz, 2gb ram, NO Hard Drive, CD-ROM from CC95	Bidder 047	9.00
24381	12686	37151	USV40400JF	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, NO Hard Drive, CD-ROM, from CC95	Bidder 047	9.00
24383	12688	37153	USV40400JR	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, NO Hard Drive, CD-ROM, from CC95	Bidder 047	9.00
24384	12689	37154	USV40400JV	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, NO Hard Drive, CD-ROM, from CC95	Bidder 047	9.00
24385	12690	37155	USV40400JV	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, NO Hard Drive, CD-ROM, from CC95	Bidder 047	9.00
24386	12691	37156	USV40400JT	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, NO Hard Drive, CD-ROM, from CC95	Bidder 047	9.00
24387	12692	37157	USV40400JH	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, NO Hard Drive, CD-ROM, from CC95	Bidder 047	9.00
24388	12693	37158	USV40400JQ	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, NO Hard Drive, CD-ROM, from CC95	Bidder 047	9.00
24389	12694	37159	USV40400JS	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, NO Hard Drive, CD-ROM, from CC95	Bidder 047	9.00
24392	12697	37162	USV40400JD	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, NO Hard Drive, CD-ROM, from CC95	Bidder 047	9.00
24393	12698	37163	USV40400JL	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, NO Hard Drive, CD-ROM, from CC95	Bidder 047	10.00
24395	12700	37165	USV40400JM	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, NO Hard Drive, CD-ROM, from CC95	Bidder 047	10.00
24396	12701	37167	USV40400JK	HP Workstation xw4100 Tower, P4 2.6ghz, 2gb ram, NO Hard Drive, CD-ROM, from CC95	Bidder 047	10.00
24397	14634	38882	2UA7040FJS	HP Workstation xw4100 Tower, P4 2.6ghz, 1gb ram, NO Hard Drive, CD-ROM, from CC95	Bidder 047	10.00
24398	14635	38883	2UA7040FJX	HP Workstation xw4100 Tower, P4 2.6ghz, 1gb ram, NO Hard Drive, CD-ROM, from CC95	Bidder 047	10.00
25001		none	1780RDWA91C9	Dell 17" monitor, model M770	Bidder 047	7.00
25002		none	14B80G	Dell 17" monitor, model M782	Bidder 047	7.00

Tag #	Asset #	Prop. #	Serial #	Detailed Description	Buyer	Revenue
24080		none	BS98F11	Dell OptiPlex GX240 Tower, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM	Bidder 047	25.00
24081		none	G0B8F11	Dell OptiPlex GX240 Tower, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM	Bidder 047	25.00
24082		none	60B8F11	Dell OptiPlex GX240 Tower, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM	Bidder 047	25.00
24083		none	HR98F11	Dell OptiPlex GX240 Tower, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM	Bidder 047	25.00
24085	12867	37361	537H061	Dell OptiPlex GX280 Tower, P4 2.8 GHZ, ?? RAM, ?? HARD DRIVE, Will not boot	Bidder 047	14.00
24084	12871	37365	J37H061	Dell OptiPlex GX280 Tower, P4 2.8 GHZ, ?? RAM, ?? HARD DRIVE, Will not boot	Bidder 047	9.00
24090	10928	35395	GMKZF11	Dell OptiPlex GX240 Desktop, P4 1.6ghz, 512mb ram, NO Hard Drive, CD-ROM	Bidder 047	10.00
24095		none	67QCF11	Dell OptiPlex GX240 Desktop, P4 1.6ghz, 512mb ram, NO Hard Drive, CD-ROM	Bidder 047	10.00
24096		none	B1K13	Dell, OptiPlex GX1 desktop, NO Hard drive	Bidder 047	5.00
24097		none	B1K10	Dell, OptiPlex GX1 desktop, NO Hard drive	Bidder 047	5.00
23812		none	S34F504475	Microtek 15" Flat Panel monitor, model C593, no power adapter	Bidder 047	10.00
25005		none	JCCC1702158	Sylvania 15" Flat Panel, model SF150	Bidder 047	11.00
25006		none	CN02Y311476063 9QAHMQ	Dell 17" Flat Panel, model 1703FPM, needs repaired	Bidder 047	11.00
25007		none	S34F507591	Microtek C593 15" Flat Panel monitor, NO Power Adapter	Bidder 047	11.00
23802		none	1J9-25202457	CTX 17" monitor, model CSP1772E	Bidder 047	10.00
23824	11608	35952	MPS-TEC	Media Play computer	Bidder 047	9.00
25008		none	4B82T	Dell 17" monitor, model M782	Bidder 047	7.00
25022		none	1780RDWABBC9	Dell 17" monitor, model M770	Bidder 047	7.00
25023		none	1780RDW9YEC9	Dell 17" monitor, model M770	Bidder 047	7.00
18577	5992	31192	ST002144	Motorola StarMax 4000/160MT, based on the Tanzania architecture co-developed by Apple and Motorola, features a 160 MHz PowerPC 604e processor, 32 MB of RAM, and a 2.5 GB hard drive in an industry-standard tower case. no Hard Drive	Bidder 047	14.00
20242	13208	37770	JVCCM71	Dell OptiPlex GX280, NO RAM, NO Hard Drive, P4 2.4ghz, CD-ROM	Bidder 047	9.00
20270	11990	36618	GNKNF31	Dell OptiPlex GX270, P4 2.4ghz, NO RAM, 40 gb hd, CD-RW	Bidder 047	9.00
18574	7976	33186	622NA	Dell OptiPlex GX1	Bidder 047	5.00
18575		none	MX01780R478010 3DH1AF	Dell Monitor 17" model M770	Bidder 047	7.00
20240	9725	34470	5FBHT01	Dell Precision 530 pc base, NO RAM, NO Hard Drive, 1.4 ghz, cd-w	Bidder 047	55.00
20241	9724	34469	4FBHT01	Dell Precision 530 pc base, NO RAM, NO Hard Drive, 1.4 ghz, cd-w	Bidder 047	38.00
20249	9727	34472	7FBHT01	Dell Precision 530 pc base, ?? Ram, ?? Hard Drive, 1.4 ghz, cd-rw	Bidder 047	45.00
20256	12735	37282	BTRPL51	Dell PowerEdge 1600C server, 2.8ghz, 36gb hd SCSI, CD-RW	Bidder 047	60.00
18995				Sec. chair, black fabric, high back	Bidder 047	22.00
23835				foot stool light oak 24"x14"	Bidder 047	2.00
23866	11579	36239	JD78K21	Dell OptiPlex GX260 base, P4 2 ghz, 256mb ram, 40gb hd, CD-ROM	Bidder 047	9.00
23871	11587	36247	3H78K21	Dell OptiPlex GX260 base, P4 2 ghz, 256mb ram, 40gb hd, CD-ROM	Bidder 047	9.00
23872	11583	36243	3G78K21	Dell OptiPlex GX260 base, P4 2 ghz, 256mb ram, 40gb hd, CD-ROM	Bidder 047	9.00
23873	11581	36241	9F78K21	Dell OptiPlex GX260 base, P4 2 ghz, 256mb ram, 40gb hd, CD-ROM	Bidder 047	9.00
23876	12949	37571	5CHBN61	Dell OptiPlex GX280 desktop, P4 3.2ghz, NO Ram, NO Hard Drive, DVD-ROM	Bidder 047	9.00
23877	12954	37591	7MHBN61	Dell OptiPlex GX280 desktop, P4 3.2ghz, NO Ram, NO Hard Drive, DVD-ROM	Bidder 047	9.00

Tag #	Asset #	Prop. #	Serial #	Detailed Description	Buyer	Revenue
23878	12956	37587	GMHBN61	Dell OptiPlex GX280 desktop, P4 3.2ghz, NO Ram, NO Hard Drive, DVD-ROM	Bidder 047	9.00
23879	12961	37588	HNHBN61	Dell OptiPlex GX280 desktop, P4 3.2ghz, Parts only	Bidder 047	9.00
23880		none	JQ6MP61	Dell OptiPlex GX280 desktop, P4 3.2ghz, NO Ram, NO Hard Drive, DVD-ROM	Bidder 047	9.00
23881	12960	37564	9NHBN61	Dell OptiPlex GX280 pc base, P4 3.2 GHZ, NO RAM, NO HARD DRIVE	Bidder 047	9.00
23890	12720	37268	G5SYM51	Dell OptiPlex GX280 pc base, P4 3.2 GHZ, NO RAM, NO HARD DRIVE	Bidder 047	9.00
23891	12958	37567	3NHBN61	Dell OptiPlex GX280 pc base, P4 3.2 GHZ, NO RAM, NO HARD DRIVE	Bidder 047	9.00
23892	12726	37274	55SYM51	Dell OptiPlex GX280 pc base, P4 3.2 GHZ, NO RAM, NO HARD DRIVE	Bidder 047	9.00
23893	12933	37586	88SNP61	Dell OptiPlex GX280 pc base, P4 3.2 GHZ, NO RAM, NO HARD DRIVE	Bidder 047	9.00
23894	12944	37570	3BHBN61	Dell OptiPlex GX280 pc base, P4 3.2 GHZ, NO RAM, NO HARD DRIVE	Bidder 047	9.00
23449	9156	34364	G12GQ01	Dell OptiPlex GX200 base, PIII 1ghz, 256mb ram, 20gb hd, CD-ROM	Bidder 047	5.00
23884	9772	34612	18SABK3	17" Dell Flat Panel monitor, model 1701FP	Bidder 047	11.00
23885	9770	34610	18SABKA	17" Dell Flat Panel monitor, model 1701FP	Bidder 047	11.00
23886	9143	34351	6SAUV4	17" Dell Flat Panel monitor, model 1701FP	Bidder 047	11.00
23887	9152	34360	6SAUY2	17" Dell Flat Panel monitor, model 1701FP	Bidder 047	11.00
23888	9141	34349	6SAUHT	17" Dell Flat Panel monitor, model 1701FP	Bidder 047	11.00
23889	9151	34359	6SAUXT	17" Dell Flat Panel monitor, model 1701FP	Bidder 047	11.00
23851	11047	35645	72KGR11	Dell OptiPlex GX240 desktop, P4 2ghz, 512mb ram, 20gb hd, CD-ROM	Bidder 047	7.00
23870		none	2161908	Dell 21" Monitor, Ultrascan P1110	Bidder 047	8.00
25004		none	FWT1503Z	Planar 15" Flat Panel, model 03761428	Bidder 047	11.00
24220				Pallet of Misc. Omron Security Items, list	Bidder 047	65.00
25028	NIS	FI GAL 0193	2LXBX11	Dell OptiPlex 240 desktop, P4 1.8ghz, 20gb hs, 512mb ram, CD-ROM	Bidder 047	25.00
23133		none	CNOT6116716184 BKB68	Dell 19" flat panel monitor, model 1905FP, faint vertical line	Bidder 047	10.00
23130	NIS	St 170627	748253	Scotch 589 Portable overhead projector by L500M	Bidder 047	22.00
22597		none	5JNFC11	Dell OptiPlex GX240, P4 ??, 1 gb ram, NO Hard Drive, CD-ROM, no video card	Bidder 047	14.00
22599	13040	37646	7205P61	Dell OptiPlex GX280, Parts only	Bidder 047	14.00
22600		none	7HNFC11	Dell OptiPlex GX240 tower, P4 2 ghz, 1gb ram, NO Hard Drive, DVD-ROM	Bidder 047	14.00
23634		none	BHNFC11	Dell OptiPlex GX240, P4 ??, 512mb ram, NO Hard Drive, CD-RW	Bidder 047	14.00
23648	11555	35932	15ZTG21	Dell Precision 350 Tower, P4 2.4 ghz, NO RAM, NO Hard Drive, DVD-ROM, CD-ROM	Bidder 047	14.00
23650	13699	38170	J4XJS81	Dell OptiPlex GX520 tower, missing parts	Bidder 047	14.00
23651	13686	38155	35XJS81	Dell OptiPlex GX520 tower, missing parts	Bidder 047	14.00
23652	14445	38815	DZ856C1	Dell OptiPlex GX620 tower, P4 3.2ghz, NO RAM, NO Hard Drive, NO Power supply, NO DVD/CD drive	Bidder 047	14.00
22598	11538	36200	2G75K21	Dell OptiPlex GX260 tower, P4 2 ghz, 512mb ram, NO Hard Drive, DVD-ROM	Bidder 047	9.00
23630	11650	36302	7J9YN21	Dell PowerEdge 4600 server, Xeon, NO Hard Drives	Bidder 047	55.00
23658	12754	37292	C8ZVM51	Dell PowerEdge 2650 server, Xeon 3.2ghz, rack mount, NO Hard Drives	Bidder 047	75.00
23660		none	MY0881UM478031 8KB48A	Dell 17" monitor, model E770s	Bidder 047	16.00
16012		none	GYCX251	Dell Dimension 2400	Bidder 047	14.00
16007	11437	36110	GXTCG21	Dell OptiPlex GX260, pc base, P4 2 ghz, 1gb ram, NO Hard Drive, DVD-ROM	Bidder 047	9.00
16008	13021	37627	6BV4P61	Dell OptiPlex GX280 tower, P4 3.2 GHZ, NO RAM, NO Hard Drive, NO CD/DVD	Bidder 047	9.00
16009	13015	37357	D1S4P61	Dell OptiPlex GX280 tower, P4 3.2 GHZ, NO RAM, NO Hard Drive, DVD-ROM	Bidder 047	9.00

Tag #	Asset #	Prop. #	Serial #	Detailed Description	Buyer	Revenue
16010	11178	35843	F22MV11	Dell OptiPlex GX260 tower, P4 2.4ghz, 512 ram, NO Hard Drive. CD-RW	Bidder 047	9.00
16019	11467	36140	CR04F21	Dell OptiPlex GX260 tower, P4 2ghz, NO RAM, NO Hard Drive. DVD-ROM	Bidder 047	9.00
16011	12429	36707	GWVWP31	Dell OptiPlex GX270 tower, P4 2.4ghz, 512 mb ram, 40 gb hd, CD-ROM, needs motherboard battery	Bidder 047	7.00
22828	none		9171RB0AGJ89	Dell 21" monitor, model P1110	Bidder 047	12.00
19290	8080	33230	C02GA	Dell Dimension XPS	Bidder 047 FS	15.00
22906				2 drawer HON file cabinet, beige, lateral, legal	Bidder 050	2.00
24232				2 drawer file cabinet, tan, legal, lateral	Bidder 050	2.00
24974	NIS	10803		Credenza, double ped, center storage, walnut finish, 18"x72", missing doors and shelf	Bidder 050	2.00
23691				Credenza light oak finish, double ped	Bidder 050	5.00
25152	987	15701		Desk with left return, walnut finish	Bidder 050	3.00
25010		none	7062169	Dell 21" monitor, UltraScan 1600HS, model D1626HT, no cables	Bidder 050 FS	1.00
23830				Desk single ped, walnut finish, missing left return, 60"x36"	Bidder 050 FS	1.00
24710				Credenza walnut finish, double ped, Center storage 63" x 18"	Bidder 050 FS	1.00
24876	NIS	16390		Credenza walnut finish, double ped, Center kneespace, 18"x63"	Bidder 050 FS	10.00
24954				IN/OUT trays, black plastic	Bidder 050 FS	0.00
25013				Desk, work station, walnut finish top, metal legs, NO drawers, 30 1/2"x36"	Bidder 050 FS	1.00
23456				Conference chair, black fabric	Bidder 050 FS	1.00
24205				2 side chairs, blue vinyl, wood frame	Bidder 050 FS	1.00
25157				4 drawer HON file cabinet, beige, legal	Bidder 051	10.00
24898				Computer speakers Justen, model AC-69IN	Bidder 051	10.00
24972				Computer speakers, Justin DC-691A	Bidder 051	5.00
16018		none	4986134	Zenith 12" TV, model BT1204, analog	Bidder 051	5.00
24056				Box of Misc. books and tapes and Transparency mounting frames	Bidder 053	3.00
23984				Printer stand black top, metal legs, 25"x18"	Bidder 053	5.00
24971				Box of misc. hanging file folders	Bidder 055	1.00
23697				4 drawer file cabinet, beige, legal	Bidder 055	2.00
20269	13951	39073	CNBXB37367	HP LaserJet 4350tn, needs repaired	Bidder 056	36.00
13091				Box of Misc. office supplies	Bidder 056	1.00
13139				Box of misc. audio/video ED materials	Bidder 056	1.00
24055				2-lamps for overhead projector	Bidder 056	2.00
18397				Box of Misc. Office supplies	Bidder 056	3.00
23849				Box of heavy window curtains	Bidder 056	1.00
24707	11944	36517	F314552	Toshiba e-Studio 35, digital copier, model 650	Bidder 056	1.00
24740				Storage counter, walnut finish, 3 shelves, 42"x32"x23 1/2"	Bidder 056	6.00
23450	12763	36782	0202-9-29399	Genicom Line Printer 5000 series, model 5180 with ribbons	Bidder 056	1.00
23493		none	SO156825	Canon NP6551 Copier	Bidder 056	1.00
23761	11117	35757	26510574	Sharp Digital AR-201 copier	Bidder 056	21.00
24965		none	USGW042516	HP LaserJet 2100 NT printer, model C4172A	Bidder 056	6.00
25029		none	USQX134867	HP LaserJet 4050N printer	Bidder 056	12.00
25030		none	USCF022312	HP LaserJet 4050TN printer	Bidder 056	12.00
25031		none	U56577K3J836114	Brother Intellifax 2800 FAX	Bidder 056	2.00
25033				Murtec FAX, model F-110	Bidder 056	1.00
23840	12503	36953	26NE13168	Konica 7020 Copier	Bidder 056	1.00
23841		none	APN58509	Canon FAX Super G3, model H12425	Bidder 056	12.00
23122		none	USGZ165901	HP LaserJet 2100 printer, model C4170A	Bidder 056	6.00
23123		none	USGZ115535	HP LaserJet 2100 printer, model C4170A	Bidder 056	6.00
23124		none	CNCK104138	HP LaserJet 1300 printer, model Q1334A	Bidder 056	6.00
23134	10023	34911	SG09R121GT	HP InkJet 2250TN, color printer, model C2699A	Bidder 056	6.00

Tag #	Asset #	Prop. #	Serial #	Detailed Description	Buyer	Revenue
23140	NIS	21985	USBC139869	HP LaserJet 4 printer	Bidder 056	1.00
23141		none	CNDC52H4N5	HP LaserJet 1320 Printer	Bidder 056	11.00
23143		none	JPGGH27275	HP LaserJet 2200D printer. Model C7058A	Bidder 056	6.00
23145		none	CNBJS69787	HP LaserJet P2015dn printer, model 2015dn	Bidder 056	16.00
23146		none	CNCB746147	HP LaserJet 1300 printer, model Q1334A	Bidder 056	4.00
23147		none	JPGGJ43338	HP LaserJet 2200D printer. Model C7058A	Bidder 056	8.00
23625		none	043976	Fellowes Power Shred PS70	Bidder 056	1.00
23638	10567	35340	SJPDGG25077	HP LaserJet 2100 NT printer	Bidder 056	7.00
23649		none	0	Brother Intellifax 770	Bidder 056	1.00
23659		none	805B1006340	Okidata Microline 591 printer	Bidder 056	2.00
23663		none	805B1006336	Okidata Microline 591 printer	Bidder 056	2.00
20817	7225	32391	US87K1504W	HP Color printer Professional Series 2000C, model C4530A	Bidder 056	1.00
20819	6943	32103	UYJ03068	Canon Laser Fax CFX-L4000	Bidder 056	1.00
23577		none	ABX0050432	Epson TM-U950 receipt printer, model M62UA	Bidder 056	5.00
23578		none	ABX0050337	Epson TM-U950 receipt printer, model M62UA	Bidder 056	4.00
23579		none	1WS0070748	Epson TM-U950 receipt printer, model M62UA	Bidder 056	4.00
23580		none	ABX0049983	Epson TM-U950 receipt printer, model M62UA	Bidder 056	4.00
23581		none	ABXG040350	Epson TM-U950 receipt printer, model M62UA	Bidder 056	4.00
23584		none	J844510	Brother Fax	Bidder 056	1.00
24721				Box of Misc. Notebooks	Bidder 056	1.00
20247			TH6A5520DJ	HP Business Inkjet 1200, color, model SNPRC-0401-01	Bidder 056 FS	0.00
20247			TH6AS5Z0DF	HP Business Inkjet 1200, color, model SNPRC-0401-01	Bidder 056 FS	0.00
20247			MY75F480RF	HP Officejet Pro K5400, color, model SNPRC-0601	Bidder 056 FS	0.00
20247			CN22P1D146	HP DeskJet 940c, BW, model C6431A	Bidder 056 FS	0.00
20268	NIS	33457	806B2016096	OKI FAX 5300 Plus, with software	Bidder 056 FS	0.00
22108		none	HT75T5Z03H	HP InkJet 2800, color printer	Bidder 056 FS	1.00
21170				Panasonic FAX KX-FP121	Bidder 056 FS	0.00
23168				Sec. chair, mauve fabric	Bidder 056 FS	1.00
22589				Conference chair, beige fabric	Bidder 056 FS	0.00
23641				3 Boxes of Misc. network hardware	Bidder 056 FS	1.00
20816	12434	36909	01-PL093	IBM Line printer, model 4232, 144 DPI, manual	Bidder 056 FS	0.00
23582				Magnetic Thermal Transfer Ribbons and Ink bottle for 7780	Bidder 056 FS	1.00
22914				35 Blue molded stackable chairs with desktop	Bidder 059	5.00
23839		none	I8AA19975	Panasonic VCR with remote, model PV-4800	Bidder 059	1.00
24154				Sec. chair, black fabric	Bidder 059	1.00
23966				Water Cooler, needs repaired	Bidder 059	1.00
23973				2 drawer Global file cabinet, beige, letter	Bidder 059	1.00
23981				2 drawer lateral file cabinet, beige, legal	Bidder 059	1.00
23982	NIS	12052		2 drawer lateral file cabinet, black, legal	Bidder 059	1.00
24715				Briefcase (Samsonite), brown	Bidder 059	2.00
24230	N/A	12333		4 drawer file cabinet, black, legal	Bidder 059	1.00
24238				4 Drawer file cabinet, tan, legal	Bidder 059	1.00
23128				4 drawer HON file cabinet, tan, legal	Bidder 059	1.00
23164				4 drawer HON file cabinet, tan, legal	Bidder 059	1.00
23676				4 drawer HON file cabinet, beige, legal	Bidder 059	1.00
23682				File cabinet, 5 drawers, beige, legal	Bidder 059	2.00
23593				Side chairs (5) blue fabric, black metal frame	Bidder 059	2.00
18993				Sec. Chair, fabric pattern, worn	Bidder 060	1.00
23833				Sec. chair Blue fabric, high back, some wear on fabric	Bidder 060	1.00
24727				Exec. Chair, black vinyl, high back, worn	Bidder 060	10.00
23685				Sec. high back chair, black vinyl	Bidder 060	10.00
23850				Box of Toner T-2500 & Minolta 401A	Bidder 061	12.00
23471				Box of Misc. Toners and printer Supplies	Bidder 061	12.00
21695				Western Shelter Systems Snap Tank, for portable water storage, fire fighting	Bidder 063	20.00
24213				Bookcase, 3 shelves, 36"x36"x12"	Bidder 063	6.00

Tag #	Asset #	Prop. #	Serial #	Detailed Description	Buyer	Revenue
24736				Bookcase, 3 shelves, Oak finish, 48 1/2"x36"x12"	Bidder 063	18.00
24738				Bookcase, 2 shelves, Oak finish, 36 1/2"x36"x12"	Bidder 063	16.00
24236				Bookcase, 2 shelves	Bidder 063	11.00
19578				Large bookcase, 6 shelves	Bidder 063	21.00
21942				Olympus camera 35-mm, Super Zoom 3000, in box	Bidder 063	11.00
23864	11578	36238	DD78K21	Dell OptiPlex GX260 base, P4 2 ghz, 128mb ram, 40gb hd, CD-ROM	Bidder 065	15.00
23865	11373	36240	91RND21	Dell OptiPlex GX260 base, P4 2 ghz, 256mb ram, 40gb hd, CD-ROM	Bidder 065	15.00
23132		none	CN44HS659P	HP ScanJet 5550C scanner	Bidder 065	1.00
21355				70" Mitsubishi Projection TV with stand	Bidder 066	25.00
22905				Sec. chair blue fabric, with arms	Bidder 067	10.00
24153				Sec. chair, blue fabric	Bidder 067	10.00
24997				Desk double ped, walnut finish	Bidder 067	5.00
23986	NIS	9111		Desk walnut finish double ped, no center drawer	Bidder 067	5.00
24131				Desk double ped, no center drawer, walnut finish 30"x60"	Bidder 067	5.00
24235				5 drawer file cabinet, black, lateral, legal	Bidder 067	10.00
24239	N/A	7292		Desk, walnut finish, double ped	Bidder 067	5.00
23971	5602	30824		Desk walnut finish with right return, 4 Pieces	Bidder 068	7.00
24129				Desk, metal gray, double ped, Formica top	Bidder 068	3.00
16017				DVD Player Cyber Home, CH DVD 300	Bidder 069	2.00
11325	1039	16114	6747-11-6056946	IBM Wheelwriter 6 Typewriter and misc. supplies	Bidder 069 FS	1.00
22911				Typewriter stand, light oak finish top, metal stand	Bidder 071	10.00
24978	NIS	1393		Document storage, (check size) metal chest of 40 drawers, grey, two drawers missing	Bidder 071	20.00
23139		none	CN38US7077	HP ScanJet 5530 scanner, model 0307	Bidder 071	10.00
24173				Yellow fiberglass storage, 2'x3'x4', built in wheels and handle	Bidder 072	24.00
11319				Shelving white boards and brackets	Bidder 072	21.00
24217				Bulletin board, 24"x36", wall mount	Bidder 072	3.00
23990				24" Round Pedestal table/wheels black metal frame, 46" tall	Bidder 072	11.00
24077		none	G9B8F11	Dell OptiPlex GX240 Tower, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM, door missing on CD	Bidder 075	10.00
23754	11569	36223	4SBJK21	Dell OptiPlex GX260 tower, P4 2 ghz, 1gb ram, 40gb hd, DVD-ROM	Bidder 075	10.00
23627	11439	36112	GC65F21	Dell OptiPlex GX260 tower, P4 2 ghz, 1gb ram, 40gb hd, DVD-ROM	Bidder 075	10.00
24078		none	10B8F11	Dell OptiPlex GX240 Tower, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM	Bidder 077	10.00
24079		none	JK3DF11	Dell OptiPlex GX240 Tower, P4 1.6ghz, 512mb ram, 20gb hd, CD-ROM	Bidder 077	10.00
23983				Lockers 3, 2 with 3 lockers, 1 with 2 full size lockers	Bidder 077	5.00
23862	11575	36235	FC78K21	Dell OptiPlex GX260 base, P4 2 ghz, 512mb ram, 40gb hd, CD-ROM	Bidder 077	10.00
23760	11571	36225	1SBJK21	Dell OptiPlex GX260 tower, P4 2 ghz, 512 mb ram, 40gb hd, DVD-ROM	Bidder 077	10.00
22882	NIS	ACPS 1567		Motorola Radio/Pager Relay, 282CMY0001	Bidder 079	26.00
24750		none	4041021	Grayson electronics radio repeater power supply gone, part of tag 37182	Bidder 079	26.00
23962	989	15704	G6162F	Polaroid 710 System, ID camera	Bidder 079	18.00
22895	12436	36761	none	Elliptical Cross-trainer, Sport Art Model 805-P, grey, needs repaired	Bidder 082	45.00
22899	12384	36686	none	Elliptical Cross-trainer, Sport Art Model 805-P, grey, needs repaired	Bidder 082	56.00
22903	NIS	AC 001263		Exec. Hi-back chair, blue fabric	Bidder 082	25.00
11318				5-Clear floor mats	Bidder 082	25.00
17197	9011	34261	6 components from rack #1 at AD95 in	Phone Components that mount on racks	Bidder 084	1.00
21377				5 Boxes Keyboards, mice, wiring for E-911 phone equipment	Bidder 084	1.00

Tag #	Asset #	Prop. #	Serial #	Detailed Description	Buyer	Revenue
21381	8938	34188	US02924566	Proliant HP Server (net Server LC2000), PIII ?, ? Ram, ? Hard drive,	Bidder 084	1.00
21382				4 boxes of misc. equipment for E-911 equipment	Bidder 084	1.00
24326	9012	34262	00241K	Phone Console CXX (Plant Equipment Inc.) 60 lines from AD95	Bidder 084	1.00
24327	9013	34263	00233K	Phone Console CXX (Plant Equipment Inc.) 60 lines from AD95	Bidder 084	1.00
24328	9014	34264	00240K	Phone Console CXX (Plant Equipment Inc.) 60 lines from AD95	Bidder 084	1.00
24329	9015	34265	00242K	Phone Console CXX (Plant Equipment Inc.) 60 lines from AD95	Bidder 084	1.00
24330	9016	34266	00225K	Phone Console CXX (Plant Equipment Inc.) 60 lines from AD95	Bidder 084	1.00
24331	9017	34267	00243K	Phone Console CXX (Plant Equipment Inc.) 60 lines from AD95	Bidder 084	1.00
24332	9018	34268	00239K	Phone Console CXX (Plant Equipment Inc.) 60 lines from AD95	Bidder 084	1.00
24333	9019	34269	00236K	Phone Console CXX (Plant Equipment Inc.) 60 lines from AD95	Bidder 084	1.00
24334	9020	34270	COMPONENT FROM Rack 2 at AD95 in	Phone Components that mount on racks	Bidder 084	1.00
24335	9021	34271	1001293-A3	Memotec modem IDM-SC56	Bidder 084	1.00
24336	9022	34272	1001292-A3	Memotec modem IDM-SC56	Bidder 084	1.00
24337				Box of 911 pedestals for E-911 equipment	Bidder 084	1.00
24338				Box of 911 pedestals for E-911 equipment	Bidder 084	1.00
24352	8931	34181	00235K	Phone Console CXX (Planat Equipment Inc.) 60 lines from CC95	Bidder 084	1.00
24353				Box of 911 equipment for phones	Bidder 084	1.00
24354	8933	34183	00232K	Phone Console CXX (Planat Equipment Inc.) 60 lines from CC95	Bidder 084	1.00
24355	8934	34184	00237K	Phone Console CXX (Planat Equipment Inc.) 60 lines from CC95	Bidder 084	1.00
24356	8935	34185	00238K	Phone Console CXX (Planat Equipment Inc.) 60 lines from CC95	Bidder 084	1.00
24357	8936	34186	from Rack 2 at	Phone Components that mount on racks	Bidder 084	11.00
24358	8937	34187	rack #3 at CC95 in	Phone Components that mount on racks	Bidder 084	0.00
24359	8963	34213	TW94405125H	HP 15" Flat Panel monitor, model D5061A, from CC95	Bidder 084	0.00
24360	8971	34221	02346-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24361	8972	34222	02340-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24362	8973	34223	02335-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24363	8974	34224	02337-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24364	8975	34225	02336-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24365	8976	34226	02338-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24366	8977	34227	02343-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24367	8978	34228	02201-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24368	8979	34229	02345-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24369	8980	34230	02344-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24370	8981	34231	02326-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24371	8982	34232	01754-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00

Tag #	Asset #	Prop. #	Serial #	Detailed Description	Buyer	Revenue
24372	8983	34233	02325-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24373	8984	34234	02341-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24374	8985	34235	01675-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24375	8986	34236	02339-C	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00302, from CC95	Bidder 084	0.00
24376	8987	34237	SG02501737	ProCurve 10/100 24 port hub, rack mount, model J3295A, from CC95	Bidder 084	0.00
24378	9008	34258	1001294-A3	Memotec modem IDM-SC56, from CC95	Bidder 084	0.00
24379	9009	34259	1001295-A3	Memotec modem IDM-SC56, from CC95	Bidder 084	0.00
24380				Box of powers strips	Bidder 084	0.00
24399	NIS	Handwritten 56788	070080I	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00403VOX	Bidder 084	0.00
24400	NIS	Handwritten 56789	070070I	Enhanced Herbie Unit, Plant Equipment, Inc. model 850808-00403VOX	Bidder 084	0.00
15974	10673	35501	K348-5118	Kodak MicroMager 30, with Kodak Imagelink Smart Cassette/Camera Head	Bidder 084 FS	1.00
25026		none	097W2916	JVC VHS model HR-J694V	Bidder 084 FS	0.00
24964				Wire Baskets, letter size	Bidder 086	1.00
24099		none	JCCC1702124	15" monitor Sylvania, model SF150	Bidder 087 FS	0.00
24718		none	3B0619X24367	APC Back-UPS ES 650, model BE650R	Bidder 087 FS	0.00
23965				3 Modular room dividers	Bidder 087 FS	0.00
23854	6861	32026	XAC0009998	Canon Drive L10132, Diskfke Drive 5001S	Bidder 087 FS	0.00
23855	NIS	31218	XAC0009999	Canon Drive L10132, Diskfke Drive 5001S	Bidder 087 FS	0.00
23856	NIS	31217	QB8503777	Pioneer CD-ROM Changer, DRM-18044X	Bidder 087 FS	0.00
23857		none	PC8506612	Pioneer CD-ROM Changer, DRM-18044X	Bidder 087 FS	0.00
23867				Siemens Nikdosrf 9084, tape jukebox part of IBM RM600E	Bidder 087 FS	0.00
23868				Siemens Nikdosrf AG, SCSI Peripheral Box Single Backup Tape, part of IBM RM600E	Bidder 087 FS	0.00
22590		none	0102/7N4V480079 8	3 Com Super Stack Network Switch, 24 port, model 3300XM	Bidder 087 FS	1.00
22591		none	0402/7MMV98CBD D8	3 Com Super Stack Network Switch, 24 port, model 3300XM	Bidder 087 FS	1.00
22592		none	0101/7N4V344493 8	3 Com Super Stack Network Switch, 24 port, model 3300XM	Bidder 087 FS	1.00
22593		none	0602/7ZNV483C26 8	3 Com Super Stack Network Switch, 24 port, model 3300XM	Bidder 087 FS	1.00
22594		none	0600/7ZNV293177 8	3 Com Super Stack Network Switch, 24 port, model 3300XM	Bidder 087 FS	1.00
23617		none	7YTB000769	3 Com Super Stack II, Network Switch	Bidder 087 FS	0.00
23623		none	0101/7N4V3443F3 8	3 Com Super Stack Network Switch, 24 port, model 3300XM	Bidder 087 FS	0.00
23624		none	0600/7ZPV2C30EF 8	3 Com Super Stack II, Network Switch, 12 port, model 3300	Bidder 087 FS	0.00
23626		none	0401/7znv26ee4f8	3 Com Super Stack II, Network Switch, 24 port, model 3300	Bidder 087 FS	0.00
23654				Blue Fabric Partition/Panel free standing, 50" tall x 44" wide	Bidder 087 FS	0.00
23583		none	1CCFB04494	Panasonic Fax	Bidder 087 FS	0.00
25161				Office Cubical furniture gray in pieces	Bidder 087 FS	0.00
Public Auctions total received						\$ 4,095

SurTag #	Dept.	Asset #	Prop. #	Serial #	Detailed Description	Condition	Buyer/Xfr
22527	ACDPS				Credenza walnut finish, double ped, center storage	FAIR	Recycled
22529	ACDPS				Small Cabinet, walnut finish, doors	GOOD	Recycled
22532	ACDPS				Desk, single ped, hutch, light oak finish	POOR	Recycled
24723	ACDPS				Desk, light oak finish, double ped	POOR	Recycled
23817	ACDPS-EOC		none	MX78912K	HP ScanJet 5p scanner	Needs Repaired	Recycled
24453	ACPA			KT	Large Wooden box for flat storage of paper	FAIR	Recycled
24886	Admin Svcs				Desk, Oak finish, with Hutch, no drawers	POOR	Recycled
21020	Admin Svcs	NIS	13452		Desk oversize top 6' x 36" walnut finish, double ped	GOOD	Recycled
25160	Admin Svcs				Walnut finish Cabinet, several pieces	FAIR	Recycled
13140	ODT				Box of misc. audio/video ED materials	GOOD	Recycled
25166	ODT				Desk Light Oak finish with right return, oversize top 72"x36"	FAIR	Recycled
11329	Purch				Columbia binders case	FAIR	Recycled
18398	Clerk				Bulletin board, 48"x36", wall mount	POOR	Recycled
23955	Clerk				2-2'x3' bulletin board, wall mount	POOR	Recycled
23956	Clerk				24"x18" Schedule Board in/out wall mount	FAIR	Recycled
23968	Clerk	NIS	16645		Credenza walnut finish, double ped, Center storage 66" x 20"	GOOD	Recycled
23970	Clerk				Desk walnut finish with right return, 4 Pieces	FAIR	Recycled
23987	Clerk	5571	30805		Desk walnut finish (Pride) double ped 5'x30"	FAIR	Recycled
24709	Clerk	NIS	4597		Credenza walnut finish, double ped, center storage, 20"x61"	FAIR	Recycled
24735	Clerk				Bookcase, 2 shelves, walnut finish, 30"x36"x12"	FAIR	Recycled
24879	Clerk				Bulletin/White board, 24"x36", wall mount, wood frame	POOR	Recycled
24882	Clerk				Bulletin board 18"x24", wall mount	POOR	Recycled
24899	Clerk				Storage, walnut finish, 3 shelves, no doors, 30 1/4"x33 1/4"x30"	GOOD	Recycled
24952	Clerk				Box of Misc. office supplies	FAIR	Recycled
24955	Clerk				IN/OUT trays, black plastic	FAIR	Recycled
24957	Clerk				IN/OUT trays, black plastic	FAIR	Recycled
24960	Clerk				IN/OUT trays, black plastic	FAIR	Recycled
24962	Clerk				IN/OUT trays, black plastic	FAIR	Recycled
24966	Clerk				IN/OUT trays, black plastic	FAIR	Recycled
24990	Clerk	5611	30846		Desk work station, walnut finish	FAIR	Recycled
24991	Clerk				Desk walnut finish, no pedestals, 30"x48"	FAIR	Recycled
24992	Clerk				Desk walnut finish, no pedestals, 30"x48"	FAIR	Recycled
25011	Clerk				Desk, right return, with hutch, walnut finish	FAIR	Recycled
25014	Clerk				Desk, walnut finish, NO drawers, 30"x48"	FAIR	Recycled
23484	Court Admin				Podium walnut finish/wheels, 2 not attached 26 1/4"x 23"	Needs Repaired	Recycled
24214	Facilities				Bulletin board, 24"x36", wall mount	GOOD	Recycled
25162	IS	none	56450		EyeCom 1000 microfiche reader, model 10001	Works	Recycled
23671	Public Defender				Desk oversize top 6' x 36" walnut finish, double ped	FAIR	Recycled
23674	Public Defender				Credenza walnut finish, double ped, 5' x 24"	FAIR	Recycled
25151	PW Fleet				Desk with left return, walnut finish	POOR	Recycled
23597	Tax Collector	none	F66140537		Brother Word Processor, model WP-1700	Works	Recycled
23598	Tax Collector	none	M66720370		Brother Word Processor, model WP-1700	Needs Repaired	Recycled
17701	Clerk	6598	31784	57311	EG&G Astrophysics Research Linescan X-Ray machine Sys 215	WORKS	Recycled 9/17/10 at HazMat

SurTag #	Dept.	Asset #	Prop. #	Serial #	Detailed Description	Condition	Buyer/Xfr
17702	Clerk	3799	21224	E94198671	Friskem 700 metal detector, model D	WORKS	Recycled 9/17/10 at HazMat
17704	Court Admin		none	58120	X-Ray machine, EG&G Astrophysics Reseach Linescan, Sys 512	WORKS	Recycled 9/17/10 at HazMat
22880	ACDPS	10076	none		Desk, single ped, light oak finish, 42 1/2"x24"	POOR	Recycled
22889	ACDPS				3 Blue fabric stackable chairs, black legs	GOOD	Recycled
24158	ACDPS				2-Side chair, metal tube frame, fabric seat and back	POOR	Recycled
24159	ACDPS				Side chair, burgundy fabric, wood frame	POOR	Recycled
24162	ACDPS				2-Side chair, tan fabric, wood frame	POOR	Recycled
24742	ACDPS		none	3X0220258 97W5	Belkin UPS model F6800-UNV	Needs Repaired	Recycled
24994	ACDPS				Desk with left return, light oak finish, metal body beige	FAIR	Recycled
21700	ACDPS				Small entertainment center, walnut finish, 3 drawers bottom storage, 30"x76"x19"	POOR	Recycled
22531	ACDPS				Cabinet, walnut finish, 2 shelves, bottom cabinet, 71 1/2"x28"x12"	POOR	Recycled
23822	ACDPS- EOC				Zephyrus WX-12 Weather Reveicer	Works	Recycled
23825	ACDPS- EOC		none	3B0626X61 241	APC Power Backup UPS ES 650	Needs Repaired	Recycled
24993	Admin Srvs				Pedestal of a modular desk no top	FAIR	Recycled
25012	Admin Srvs EO				Shredder Techko, jammed, model SH1418PO	Needs Repaired	Recycled
24215	Admin Svcs				IN/OUT tray, 2 tier black	GOOD	Recycled
18994	Ag Extension				Sec. chair, black fabric	FAIR	Recycled
23832	Clerk				Sec. chair Blue fabric, seat not level	POOR	Recycled
23843	Clerk				Exec. Chair burgundy (leather or Vinyl)	POOR	Recycled
23969	Clerk				Table light oak finish (top), metal legs, 30"x48"	GOOD	Recycled
24959	Clerk				Forms/file holder, wall mount, metal brown	FAIR	Recycled
24963	Clerk				IN/OUT trays, black metal	FAIR	Recycled
25020	Clerk				Small box 2 desk organizer, metal	GOOD	Recycled
25021	Clerk				Small box of misc. office supplies	FAIR	Recycled
23852	Clerk IS		none	NS0138261 608	APC Smart-UPS 420	Needs Repaired	Recycled
23853	Clerk IS		none	PB0220121 466	APC Back-UPS Pro 280	Needs Repaired	Recycled
23858	Clerk IS	6065	31219	5639826	Gateway 2000 PS-133 base, PI 133mhz, 2gb hd, with tape drive	Works	Recycled
23460	Court Admin				Conference chair, black fabric	GOOD	Recycled
23467	Court Admin				Conference chair, black fabric, back fabric damaged	GOOD	Recycled
23469	Court Admin				Sec chair, black fabric	GOOD	Recycled
23470	Court Admin				Sec chair, black fabric	GOOD	Recycled
23472	Court Admin				Conference chair, burgundy fabric	GOOD	Recycled
23476	Court Admin				Conference chair, black fabric	GOOD	Recycled
23478	Court Admin				Conference chair, black fabric	GOOD	Recycled
23480	Court Admin				Sec chair, black vinyl, needs repaired	Needs Repaired	Recycled

SurTag #	Dept.	Asset #	Prop. #	Serial #	Detailed Description	Condition	Buyer/Xfr
24970	Court Admin	2507	19870	none	Tuffcare Wheelchair, 24", extra wide	Needs Repaired	Recycled
24969	F&A		none	AR186957	Monroe 5150 calculator	Works	Recycled
24889	F&A				Sec. Chair, black vinyl, worn and one arm rest damaged	Works	Recycled
24897	F&A				Computer speakers Labrec	Works	Recycled
24227	Facilities				Side chair brown fabric, metal legs	GOOD	Recycled
24234	Facilities				Side chair, black vinyl	FAIR	Recycled
24250	Facilities				Sec. grey fabric chair	FAIR	Recycled
25000	Facilities				Sec. chair Black fabric	POOR	Recycled
23167	Health Dept				Sec. chair, mauve fabric	POOR	Recycled
24973	Health Dept	NIS	H-837	11-4200240	IBM Selectric III typewriter, tan	Needs Repaired	Recycled
22596	ITS				IBM Keyboard	Works	Recycled
22595	ITS				Rack Stabilizer	GOOD	Recycled
23635	ITS	12458	36929	GWX9M41	Dell PowerEdge 700 server, P4 2.8ghz, NO Hard Drives	Needs Repaired	Recycled
23643	ITS				Desktop keyboard tray	FAIR	Recycled
23653	ITS		none	2370925	IBM 918 MicroFiche Reader	Works	Recycled
23585	Tax Collector				3 Boxes of Misc. Calculators, some may work	Works	Recycled
23592	Tax Collector				Box of Misc. office supplies	GOOD	Recycled
23595	Tax Collector				Box of phone stands	GOOD	Recycled
24722	Tax Collector				Large box of misc. under counter keyboard trays	POOR	Recycled

The following two items were transferred to the Alachua County Sheriff (CCC) at the request of ACDPS

NA	ACDPS	12701	37166	USV40400JK	PC/MAPSTAR WORKSTATION.HP VESTA XW-4100/P4/18"FP	GOOD	Transfer
NA	ACDPS	13349	36938		DESK/L-SHAPE STEELCASE/STORAGE BIN/CABINET/BLACK	GOOD	Transfer
NA	ACDPS	4387	21862	221AVJ0142	RADIO/MOBILE: MOTOROLA SPECTRA A-9/VHF	GOOD	Transfer
NA	ACDPS	5503	30669	221AWS009 9	RADIO/MOBILE: MOTOROLA SPECTRA UHF	GOOD	Transfer

Exhibit A-Section D

Alachua County Surplus Vehicle Auction
Non-profit and Government Agencies - March 31, 2011

Prop #	Year	Make	Model	Description	Mileage/ Hours	Estimated Value	Purchase Price
--------	------	------	-------	-------------	-------------------	--------------------	-------------------

School Board-Levy County

MT037	1999	GMC	G2500	Work Van	81,226	\$ 1,500	\$ 1,500
RD755	2005	FORD	F250	Pickup Extended Cab Truck	149,334	4,000	4,000
RD756	2005	FORD	F250	Pickup Extended Cab Truck	127,700	4,000	4,100

Archer Community Access Center

CT005	2000	FORD	E350	Van, Passenger	54,333	2,500	2,600
-------	------	------	------	----------------	--------	-------	-------

Total Revenue - Non-profit and other governments \$ 12,200

NOTE: All vehicles are fully depreciated and have a book value of zero.

Alachua County Surplus Vehicle Public Auction
May 14, 2011 at Garner Auctioneer

Prop #	Year	Make	Model	Description	Mileage/ Hours	Estimated Value	Net Revenue*
RD079	1986	GMC	7000	Bucket Truck	123,942	\$ 5,000	\$ 5,704
FR3416	1991	FMC	FMC 3187	Fire Truck Pumper	19,045	5,000	7,020
FR3462	1993	Sutphen	Sutphen Minitower	Fire Truck Aerial	153,745	8,000	14,380
RD396	1995	Herd	1200C	Fertilizer Spreader	-	300	141
RD334	1997	Grasshopper	721-Mower	Riding Mower	1,177	1,000	568
MT036	1999	Ford	E-250	Work Van	85,447	1,500	2,136
FR3369	2001	Toyota	Prius Hybrid	Sedan	61,529	3,500	3,358
RD712	2001	Ford	TS110	Farm Tractor	3,939	10,000	17,932
CC008	2002	Toyota	Prius Hybrid	Sedan	82,604	3,500	3,640
FR3267	2002	Toyota	Prius Hybrid	Sedan	54,472	3,500	4,298
WC021	2002	Ford	Ranger	Pickup Truck, Ext Cab	107,348	3,000	3,546
HD013	2004	Ford	Ranger 4X4	Pickup Truck, Ext Cab	124,700	3,500	4,204
FR3608	2005	Ford	Ranger	Pickup Truck	24,744	Totaled	1,854
FR3620	2006	Kawasaki	I KVF650F6F	Off Road Vehicle	267	1,000	2,448
RD1016	2009	Ford	F-150	Pickup Truck	28,436	Totaled	6,742

Total Revenue \$ 77,971

* Proceeds from Garner Auctioneers are net of transport and commission.

Account	Revenue
126-5440-364.2500	\$ 4,298
148-7600-364.2500	3,546
149-7900-364.2500	709
506-0460-364.2500	36,592
508-0460-364.2500	30,378
011-5480-364.2500	2,448
	<u>\$ 77,971</u>

June 14, 2011 Regular BoCC Meeting
Agenda Item #35

Title

Power Line and Lighting Management at the Administration Building Construction Agreement (Amended)

Amount

\$89,965.00

Description

General Construction Agreement between Alachua County Board of County Commissioners and Automation & Security Technologies, Inc.

Recommendation

1) Approve Budget Amendment; 2) Approve Construction Agreement with Automation & Security Technologies, Inc. for the installation of Power Line and Lighting Management at the County's Administration Building; 3) Approve Resolution 11-XX authorizing the transfer of funds.

Alternative(s)

Do not approve and provide staff with direction.

Requested By

Charlie R. Jackson

Originating Department

Administrative Services/Facilities Management

Attachment(s) Description

1) Budget Amendment 2) General Construction Agreement with Automation & Security Technologies, Inc. (two originals) 3) Resolution 11-XX

Documents Requiring Action

Budget Amendment; General Construction Agreement between Automation & Security Technologies, Inc. and Alachua County Board of County Commissioners and Resolution 11-XX

Executive Summary

Staff is submitting the Construction Agreement with Automation & Security Technologies, Inc. to install Power Line and Lighting Management at the County's Administration Building. Current budget for the energy conservation project is currently budgeted in Fund 300 (General Capital) and needs to be moved to Fund 200 (Capital Preservation) to better align with best practice accounting procedures as well as the County's financial policies.

Background

In early 2002, the BoCC passed an energy reduction resolution requiring a 33% reduction in energy and water use. This led the county to developing a county wide energy resolution policy. Since then, the County has adopted a strategy of designing and building green buildings that conforms to the ratings specified under the USGBC's Leadership in Energy and Environmental Design (LEED) program. Facilities Management was charged with reducing utility consumption in all County facilities by 1/3, in order to comply with the BoCC's energy reduction resolution. Facilities Management works diligently to stay abreast of state-of-the-art technologies, industry trends, energy relations and cost-saving opportunities as well as the impact of regional and national

changes in the construction market. Reducing the County's energy consumption while lowering the carbon footprint has become a primary concern for Alachua County Facilities Management. The County has implemented countless ECMs projects, thereby saving the County thousands of dollars. Funds for the Power Line Controls and Lighting Management project were allocated in the CIP account in FY10. Request for Proposals were advertised on 12/9/09 with no responses. The RFP was extended to 1/6/10 and again on 1/20/10. The final RFP was on 4/8/10 there were two Contractors to respond to provide the services as defined in the RFP. On 7/27/10 both companies presented qualifications and the top ranked company, Automation & Security Technologies, Inc. was selected by the evaluation team. Phase I included the Design and has been completed. This Construction Agreement is to implement Phase II involving the installation services of a control system for lighting management and power line controls down to the plug load. This would encompass the shutting down of all non-essential equipment and all non-emergent lighting after hours and on weekends. The benefits of this project includes centralized control, remote on/off, designated system allowing the County to use lights and power only when needed, pre-determined protocol listing of non-essential systems and devices. This project is estimated to save the County approximately 5% or more in energy consumption at the County's Administration Building.

Issues

Failure to approve will result in the Power Line Controls not being installed. If this happens, non-essential power consuming devices, including fax machines, copiers, computers, printers, microwave, clocks, and other power consuming devices including lights will remain on further contributing to more energy waste.

Fiscal Recommendation

Approve the budget amendment and approve the Construction Agreement.

Fiscal Alternative(s)

Do not approve and provide staff direction.

Funding Sources

Capital Preservation Fund

Account Code(s)

200-1761-537-46-20

Attachment: RESOLUTION_CIP.pdf

Attachment: BA_AST.pdf

Attachment: AST Powerline Final.pdf

RESOLUTION 11- 61

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, INCREASING THE CAPITAL PRESERVATION FUND TO RECEIVE BUDGET FROM THE GENERAL CAPITAL IMPROVEMENT FUND FOR APPROPRIATE BUDGET REALLOCATION; PROVIDING AN EFFECTIVE DATE.

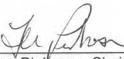
WHEREAS, it is necessary to increase the Capital Preservation Fund to receive budget related to the reallocation of funds from the General Capital Improvement Budget;

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

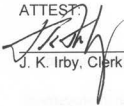
1. That the Capital Preservation Fund be increased, and the same is hereby approved.
2. That the fiscal year 20010-11 budget for the Capital Preservation Fund is hereby increased as reflected in the budget amendment attached hereto as Exhibit A. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.
3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 14th day of June, A.D., 2011.

ALACHUA COUNTY, FLORIDA

By: 
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:


J. K. Irby, Clerk

APPROVED AS TO FORM


Alachua County Attorney

(SEAL)

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS BUDGET AMENDMENT

FOR COMMISSIONERS ONLY
OMB REFERENCE # 8011-166
GROUP NUMBER 456
PERIOD/DATE 5/20/11

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Capital Projects - General	Energy & Water Conservation PJ	Repair & Maintenance	300-5502-537.46-20		(89,965)
2	Capital Preservation Fund	PWR Line & Light Mgmt Control	Repair & Maintenance	200-1761-537.46-20		89,965
3	Capital Projects - General	Interfund Transfers	Operating Transfers Out	300-0000-581.91-40		89,965
4	Capital Preservation Fund	Interfund Transfers	Operating Transfers In	200-0000-381.30-30	89,965	
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

RECEIVED
 MAY 23 11:07
 ALACHUA COUNTY SHG

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS	89,965	89,965
COMBINED TOTAL	179,930	

REASON FOR AMENDMENT: Transferring funds from Capital Project-General to Capital Preservation Fund for the installation of Power Line and Lighting

Management at the County's Administration Building

PREPARED BY:

ANALYST

2011 JUN 17 PM 3 39

FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
RECEIVED

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR, OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER



ALACHUA COUNTY
GENERAL CONSTRUCTION AGREEMENT

Power Line and Lighting Management at the Administration Building
PROJECT

Automation & Security Technologies, Inc.
CONTRACTOR

TABLE OF CONTENTS

GENERAL CONSTRUCTION AGREEMENT

1. THE WORK:	2
2. TERM OF CONTRACT:	2
3. COMPENSATION AND PAYMENT	2
4. PROGRESS PAYMENTS AND RETAINAGE:	3
5. ASBESTOS FREE MATERIALS:	4
6. LIQUIDATED DAMAGES:	5
7. RELEASE OF LIENS:	5
8. INCORPORATION BY REFERENCE OF SPECIFICATIONS AND GENERAL CONDITIONS:	6
9. INDEMNIFICATION:	6
10. INSURANCE:	7
11. BONDS:	7
12. SEVERABILITY:	7
13. AMENDMENT:	7
14. INDEPENDENT CONTRACTOR:	8
15. OPTIONAL PARTICIPATION OF CONSULTANT:	8
16. CHOICE OF LAW:	8
17. COMPLETE AGREEMENT:	8
18. NON-WAIVER:	8
19. SUCCESSORS AND ASSIGNS:	8
20. NO THIRD PARTY BENEFICIARIES	9
21. COUNTERPARTS:	9

ATTACHMENT A: CONTRACT SPECIFICATIONS

ATTACHMENT B: GENERAL CONDITIONS

EXHIBITS

- EXHIBIT A: NOTICE TO PROCEED
- EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT
- EXHIBIT C: FORM OF PAYMENT BOND
- EXHIBIT D: FORM OF PERFORMANCE BOND
- EXHIBIT E: INSURANCE
- EXHIBIT F: RELEASE AND AFFIDAVIT
- EXHIBIT G: APPLICATION FOR PAYMENT
- EXHIBIT H: SUBCONTRACTOR/MATERIALMAN WAIVER & RELEASE OF LIEN

ATTACHMENT C: SCOPE OF SERVICES

ATTACHMENT D: SCHEDULE OF VALUES

GENERAL CONSTRUCTION AGREEMENT

THIS AGREEMENT ("Agreement" or "Contract") made and entered into this ____ day of _____, 2011 _____, by and between Automation & Security Technologies, Inc _____, hereinafter referred to as "Contractor" doing business at 121 Twin Lakes Road South, Cocoa, Florida 32926; and ALACHUA COUNTY, FLORIDA, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County":

WITNESSETH:

That the Contractor, for the consideration hereinafter set out, hereby agrees with the County as follows:

1. THE WORK:

- a. That the Contractor shall furnish all labor, material, equipment, apparatus and the services covered by the Specifications by the date specified in **Attachment C** (Scope of Services) and all incidental and necessary work thereto. (The Work)

2. TERM OF CONTRACT:

- a. The initial term of the contract will be from the date of execution of this agreement until the work is completed as required by the Notice to Proceed (NTP) (**Attachment A; Exhibit 1**) and be completed by the date specified in the NTP unless amended or terminated as provided herein.

3. COMPENSATION AND PAYMENT

- a. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:
- b. The Contractor shall be paid the sum of \$89,965.00, allocated as provided in the Schedule of Values Attached hereto.
- c. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation

or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department Director
ATTN: Charlie R. Jackson
105 SE 1st Avenue, Suite 2B
Gainesville, FL 32601

- d. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Automation & Security Technologies, Inc.
121 Twin Lakes Road, South
Cocoa, FL 32926

- e. No additional reimbursable expense will be paid under this Agreement

4. PROGRESS PAYMENTS AND RETAINAGE:

- a. That it is agreed by both parties hereto that progress payments and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the NTP and Attachment B. In case of conflict in payment terms, the terms in the NTP shall prevail.
- b. If the total cost of the Work required is less than \$200,000, it is agreed that 10% of the amount earned through each progress payment (if provided for) as set forth in the NTP or Attachment B will be withheld until the Project reaches Substantial Completion. Upon substantial completion, the County may reduce the retainage to 5% and if there are no outstanding issues, pay to the Contractor one-half (1/2) of amount of retainage being held. Upon final

completion and acceptance the County will pay the Contractor all retainage amounts held by the County.

- c. If the total cost of the Work required is greater than \$200,000.00 it is agreed by both parties hereto that progress payments (if provided for) and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the NTP or Attachment B as provided above. It is agreed that 10% of the amount earned through each progress payment as set forth in the Contract Documents and Specifications will be withheld until the Project reaches 50% completion. For purposes of this project, 50% completion is defined as completion of the installation of the 3rd and the 4th floors of the said project. Once 50% completion is reached the Contractor may request that the County shall pay up to one half of the retainage then held by the County for the properly completed work. If the County does not dispute any services or payment, the County will make such payment. Furthermore, once 50% completion is reached, the County shall only retain 5% of each progress payment.
- d. Within 30 days of substantial completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (The List) of items required to render complete, satisfactory and acceptable the construction services required herein. County will provide a first draft of the List within fifteen (15) days of notice of substantial completion. Contractor will notify the County of acceptance or of any changes requested within ten (10) days of receipt. The List developed does not relieve the Contractor of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of The List that are required to correct or complete the Project remain the responsibility of the Contractor.
- e. The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

5. ASBESTOS FREE MATERIALS:

- a. All work under this Contract will be performed with asbestos free materials. A written, notarized statement on company overhead is to be submitted with the executed Contract certifying this fact. All payments shall be withheld until such statement is submitted.
- b. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable

for all costs related to the abatement of such asbestos and damages or claims against the County.

6. LIQUIDATED DAMAGES:

- a. It is agreed by both parties that time is of the essence for the completion of this project. The Contract Time shall begin with the date provided in the Notice to Proceed to the Contractor by the County and will be complete within the time specified by the NTP
- b. Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not substantially completed as herein defined or within such further time, if any, as shall be allowed for such performance of substantial completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of \$100.00 per day for each and every calendar day after the date fixed for such substantial completion for the project.
- c. Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not finally completed as herein defined or within such further time, if any, as shall be allowed for such performance of final completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of \$100.00 per day for each and every calendar day after the date fixed for such completion for the project. It is agreed by both parties that time is of the essence for the completion of this project. The Contract time shall begin with the issuance of a NTP and will be complete within stated calendar days from the issuance of the NTP. Details are provided in Specific Terms.

7. RELEASE OF LIENS:

- a. It is agreed that when all work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit and Release of Lien in the form provided in **Exhibit F**. The Contractor shall also provide a Release of Liens from every subcontractor, material man and supplier that has provided services or materials to the Project in the form provided in **Exhibit H** or on a form acceptable to the County.

**8. INCORPORATION BY REFERENCE OF SPECIFICATIONS AND
GENERAL CONDITIONS:**

- a. This document, the NTP, and any other documents listed or attached to this Contract are made a part of the Contract the same as though they were set forth at length herein.
- b. In cases of discrepancy, the governing order of the documents is as follows:
 - 1. Contract Specific Term
 - 2. General Terms
 - 3. Scope of Service
 - 4. Notice to Proceed

9. INDEMNIFICATION:

- a. To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.
- b. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- c. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.
- d. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them

may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

- e. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

10. INSURANCE:

Throughout the term of this project, the Contractor shall provide and maintain insurance of the types and in the amounts set forth in **Exhibit E**.

11. BONDS:

- a. The Contractor shall provide Payment and Performance bonds in the amount of the Work (Attachment B) for the term of this agreement in the form attached hereto as **Exhibits C & D**. That it is mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the required surety bond for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the County.

12. SEVERABILITY:

- a. It is understood and agreed by the parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

13. AMENDMENT:

- a. This Agreement may be amended by mutual written agreement of the parties hereto. Further, this Agreement, including without limitation all changes in

the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.

14. INDEPENDENT CONTRACTOR:

- a. In the performance of this Agreement, the Contractor will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the County. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.

15. OPTIONAL PARTICIPATION OF CONSULTANT:

- a. The County is free to elect to have a Consultant on the job site to respond to requests for information made by Contractors, and to approve any payment requests. If the County does not elect to have a Consultant on the job site, any provisions incorporated in this Contract referring to the Consultant shall be disregarded, and any requests for information and approvals of payment requests shall be made by the Facilities Manager.

16. CHOICE OF LAW:

- a. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Venue shall be in Alachua County.

17. COMPLETE AGREEMENT:

- a. This Agreement contains the sole and entire agreement between the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.

18. NON-WAIVER:

- a. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non-compliance.

19. SUCCESSORS AND ASSIGNS:

- a. The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written

consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

20. NO THIRD PARTY BENEFICIARIES

- a. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

21. COUNTERPARTS:

- a. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

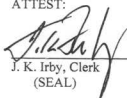
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year first above written.

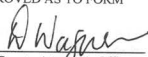
ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: 
Lee Pinkoson, Chair

ATTEST:


J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM


Alachua County Attorney's Office

ATTEST: (by corporate officer)

By: _____
(Signature)

Print/Type: _____
(Name)

Title: _____

CONTRACTOR:
Automation & Security Technologies, Inc.

By: 
(Signature)

Print/Type: WILLIAM ERSKINE
(Name)

Title: PRESIDENT

ATTACHMENT A: CONTRACT SPECIFICATIONS

CONTRACT SPECIFIC TERMS

1. (RESERVED)

2. PRICING

- 2.1. The actual pricing for work performed under the Contract will be as provide in the Scope of Services and the NTP.

3. HOURS OF WORK

- 3.1. Standard hours of work will be from 7:00 AM to 5:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Under no circumstances will the Contractor perform any work at any time or access the site of the Work without specific written (by memorandum or email) of the Owner's representative.
- 3.2. Non-standard hours are hours required by Owner to be worked before 7:00 AM and after 5:00 PM (unless alternate standard hours are agreed and adopted), Monday thru Friday, and all hours worked on Saturdays, Sundays and holidays will be considered non-standard hours.
- 3.3. Non-standard hours worked by Contractor to regain schedule or for Contractor's convenience shall not be entitled to additional compensation.
- 3.4. County Holidays - Holidays falling on Saturday will be observed on the Friday preceding the holiday and those falling on Sunday will be observed on the Monday following the holiday.

New Years Day
Martin Luther King Day
Memorial Day
4th of July
Labor Day
Veteran's Day
Thanksgiving Day and the day after Thanksgiving
Christmas Day

4. WORK AUTHORIZATION

- 4.1. Any work required under this Contract shall be authorized by issuance of formal, written NTP, based on the Scope of Services (Attachment C);
- 4.2. Alachua County shall issue a revised Notice to Proceed in the form of **Exhibit A**.
- 4.3. NTPs issued under this Agreement and amendments to NTP shall authorized by signature of the Director of Administrative Services or designee.

5. SCHEDULING OF WORK

- 5.1. Alachua County will issue a Notice to Proceed for the Work. The first day of performance under a NTP shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the NTP. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use the Contractor shall request Alachua County to inspect the Work to determine the status of completion. When Alachua County determines the Work to be substantially complete, Alachua County will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Work. Contractor shall proceed promptly to complete and correct items on the list.
- 5.2. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County operations and personnel.
- 5.3. Furniture and portable office equipment in the immediate work area will be moved to a designated location by the Contractor and replaced to its original location upon completion of the work. If the furniture and portable office equipment cannot be replaced to its original location, Alachua County will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Alachua County will compensate Contractor for any such transportation and storage costs incurred through an Amendment to the NTP.
- 5.4. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.
- 5.5. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to Alachua County for approval.

6. CONTRACTOR'S RESPONSIBILITIES:

- 6.1. The Contractor shall supervise, perform and direct the work using the best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions

of the work under this Agreement. The Contractor shall ensure that the completed work complies accurately with the contract documents.

- 6.2. Contractor's Superintendent: The Contractor shall employ a competent resident superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be satisfactory to Alachua County Purchasing and Contracts Division and shall not be changed except with the written approval of the County. The superintendent shall represent the Contractor at the site and shall have full authority to act on behalf of the Contractor. All communications given to the superintendent shall be binding on the Contractor. All oral communications affecting contract time, contract sum and contract interpretation will be confirmed in writing by Alachua County.

7. DESIGN:

- 7.1. Contractor's duties under the Contract may include the preparation of additional shop drawings or sketches necessary to permit orderly construction of the Work. The Contractor agrees to provide detailed design drawings and plans if requested by Alachua County, with reimbursement included in an amended NTP and said cost should be incidental to the project.
- 7.2. Incidental means not exceeding 10% or \$5,000, whichever is higher of the total project cost, unless properly justified and approved by Alachua County.

8. ALACHUA COUNTY-FURNISHED UTILITIES:

- 8.1. Alachua County shall provide at no cost to Contractor utilities and toilet facilities that are existing and available at each site for Work performed under the Contract. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the NTP to compensate Contractor for providing such items.
- 8.2. Water:
- 8.2.1. Alachua County shall furnish to Contractor from existing Alachua County facilities and without cost to Contractor, a supply of water necessary for the performance of work under this Contract. Alachua County will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Contractor to determine the extent to which existing Alachua County water supply source is adequate for the needs of the Contract.
- 8.2.2. All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor, and costs included in the Scope of Services. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by Alachua County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of

Contractor, so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of Alachua County.

8.3. Electricity:

8.3.1. Alachua County shall furnish to Contractor from existing Alachua County facilities and without cost to Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Contractor to determine the extent to which existing Alachua County electrical facilities are adequate for the needs of this Contract.

8.3.2. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by Alachua County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workman like manner in accordance with the rules and regulations of the local authority. Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Alachua County.

9. DIRECT PURCHASE OF MATERIALS

9.1. County may purchase materials directly and provide them to Contractor for use on the project. The Contractor will provide County with a list of bulk materials needed on the project, the cost for those materials including sales tax, and a schedule of values showing when those items are needed. If County elects to purchase certain items, Contractor will prepare a deductive change order to the contract. County shall issue a purchase order and Contractor has sole responsibility for establishing delivery and schedule. There will be no reimbursement to the Contractor if the materials are obtained by the County at less than the estimated cost.

10. PROCEDURES:

10.1. Pre-Construction Conference: After award of the contract and before the issuance of the initial NTP under this contract, Alachua County will conduct a conference to acquaint the Contractor with Alachua County policies and procedures that are to be observed during the prosecution of the work and to develop mutual understanding relative to the administration of the contract

10.2. The work of this Contract shall be determined by the Scope of Services (Attachment C). The Contractor shall perform its construction work in accordance with this contract including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete the Work. The Contractor shall provide quality assurance as specified in strict accordance with the Contract General Conditions. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.

- 10.3. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.
- 10.4. The Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP..

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT B: GENERAL CONDITIONS

GENERAL CONDITIONS

GENERAL PROVISIONS

A. Definitions

- i. Agreement: The contract executed by the County and the Contractor for the performance of the work.
- ii. Board: The Alachua County Board of County Commissioners, its successors and assigns.
- iii. NTP Amendment: A written document ordering a material change in the work requiring a change to the Contract Amount and/or the Contract Time, issued and signed by the Consultant.
- iv. Claim: A demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.
- v. Consultant: The independent professional or the authorized representative who has contracted with the County for design and administration of a project. If no Consultant is designated by the County, then the County shall have and perform the duties and responsibilities of the Consultant.
- vi. Contract Modifications: Written amendment to the contract either by NTP Amendment, or Field Order.
- vii. Contract Amount: The amount established in the Scope of Services (Attachment C) as the total amount to be paid for the work by the County to the Contractor as amended by NTP Amendments.
- viii. Contract Time: The period of time, including authorized adjustments, allotted in the NTP for Substantial Completion of the Work.
- ix. Contract: The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by a Contract Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Consultant and Contractor, (2) between the County and a Subcontractor or Sub-subcontractor or (3) between any persons or

entities other than the County and Contractor. The Consultant shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Consultant's duties.

- x. Contract Documents: The Contract, a Scope of Services the Notice to Proceed, Drawings, Addenda, submitted proposal supplementary instructions, and any additional documents the submission of which is required by the Consultant.
- xi. Contractor: The person, firm, corporation, organization or agency with whom the County has executed this Contract for performance of the work and/or supply of equipment and/or materials or his duly authorized representative.
- xii. County: The Alachua County Board of County Commissioners, the County Manager, or the County's Representative.
- xiii. County Representative: Any representative of the County so designated by the County's Facilities Manager for the purpose of this contract.
- xiv. Date of Commencement: The date established in the "Notice to Proceed" issued by the County.
- xv. Day: A calendar day
- xvi. Drawings: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. The Drawings or reproductions thereof, pertain to the work to be performed and have been prepared or approved by the Contractor or Consultant.
- xvii. Field Order: A written order issued by the Consultant for minor changes in the work but which does not involve the Work Amount, Scope or the Contract Time.
- xviii. Final Completion: The date certified by the Consultant on the Final Application for Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; and all contractual requirements have been met excluding work under warranty.
- xix. General Specifications: That portion of the Contract consisting of the written requirements for contractual relationships and responsibilities by and between the County, Contractor, and Consultant. The General Specifications General Conditions,

- xx. Product: The term "product" includes materials, systems and equipment.
- xxi. Project: The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the County or by separate contractors.
- xxii. Proposal: A written quotation which may include drawings, technical specifications and other details for a specific project as requested by the County. The proposal shall include the total price for the project as well as the time to complete. No oral proposals will be accepted.
- xxiii. Specifications: The Proposal and addenda prepared by the Contractor
- xxiv. Sub-Subcontractor: Any person, partnership, or corporation under contract to any Subcontractor or Sub-Subcontractor ad infinitum to supply labor, material, equipment, or services in the performance of the work described in the contract documents.
- xxv. Subcontractor: Any person, partnership, or corporation under contract to the Contractor to supply labor, material, equipment, or services in the performance of the work described in the contract documents.
- xxvi. Substantial Completion: The date certified by the Consultant and the County Representative in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the project is available for beneficial occupancy by the County. A Certificate of Occupancy and other use permits for the work issued by appropriate authorities may be a requirement of substantial completion; however, the issuance of such documents and the date of issuance thereof shall not be construed to determine achievement of or the date of Substantial Completion.
- xxvii. Technical Specifications: That portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- xxviii. The Work: The term "Work" means the labor, material, equipment, and/or services required by the Contract Documents to

fulfill the Contractor's obligation. The Work may constitute the whole or a part of the Project.

- xxix. Vendor: The person, firm, corporation, organization or agency with whom the County has executed a contract for performance of the work and/or supply of equipment and/or materials or his duly authorized representative.

B. Intent of the County

- i. The Contract shall be signed by the County Manager or the Chair of the Board of County Commissioners as appropriate and the Contractor. The Notice to Proceed will be signed by the Alachua County Administrative services Director of Designee and the Contractor but shall be considered valid only after the Contract has been executed by the parties thereto.
- ii. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Organization of the Specifications into divisions, sections, and arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- iii. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- iv. Where the Work is to interface with existing conditions or with work to be performed by others, the Contractor shall fully and completely join the Work with such conditions in a workmanlike manner.
- v. Interpretation: In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

C. Miscellaneous General Provisions

- i. Compliance with Laws, Ordinances, and Regulations
 - All City, County, State and Federal laws, regulations or ordinances must be strictly observed. Contractors shall be responsible for all practical and legal notices and signals to the public while the work is in progress and

shall take precautions that may be necessary to protect life and property.

- By submitting a proposal for a project the Contractor hereby agrees to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, and all other applicable ordinances, statutes, laws and amendments thereto.
- Time limits stated in the Contract Documents are of the essence of the contract. By submitting a proposal, the contractor confirms that the contract time proposed is a reasonable period for performing the work.

1.2 RESPONSIBILITIES OF THE COUNTY

- A. The County is the Alachua County Board of County Commissioners or its duly authorized representatives and is referred to throughout the Contract Documents as if singular in number.
- B. Information And Services Required Of The County
 - i. The County upon reasonable written request shall furnish to the Contractor in writing information that is necessary and relevant for the Contractor to evaluate, give notice of or enforce construction lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, the County's interest therein at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or unrecorded.
 - ii. The County shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.
 - iii. Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, The County shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

- iv. Information or services required of the County shall be furnished by the County with reasonable promptness after receipt from the Contractor of a written request for such information or services.
- v. The foregoing is in addition to other duties and responsibilities of the County enumerated herein.
- C. **County's Right To Stop The Work:** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by these specifications in Uncovering and Correction of Work, or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity.
- D. **Defective Work:** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may after such seven-day period, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate NTP Amendment shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Consultant's additional services, if applicable, and other County incurred expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

1.3 RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- B. **Review Of Contract Documents And Field Conditions By Contractor**
 - i. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the County and shall at once report to the Consultant errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the County or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents

unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Consultant. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Consultant, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

- ii. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies omissions discovered shall be reported to the Consultant at once.
- iii. The Contractor shall perform the Work in accordance with the Contract Documents and submittal approved as delineated in this section of the General Conditions.
- iv. The Contractor shall give the Consultant timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the work.

C. Supervision And Construction Procedures

- i. The Contractor shall have the Contractor's superintendent on site at all times during construction operations.
- ii. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the contract. Where the Contract Documents call for specific means, methods, techniques, sequences and/or procedures to be followed in carrying out the Work, the Contractor shall comply with such specific instructions and shall be solely responsible for the supervision of the Work and for safety on the Project. If the Contractor believes that such specified means, methods, techniques, sequences and/or procedures might impair the quality of the Work or compromise the safety of the job, the Contractor shall notify the Consultant in writing setting forth the specifics of his concerns. All loss, damage, liability or cost of correcting defective work arising from the employment of any construction means, methods, techniques,

- iii. The Contractor shall be responsible to the County for the acts and omissions of all entities or persons performing or supplying the Work. The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried on without conflict between trades and so that no trade causes delay to the general progress of the work. The Contractor and all Subcontractors shall at all times afford each trade, and separate contractor or the County, every reasonable opportunity for the installation of the Work and the storage of materials.
- iv. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- v. The Contractor shall be responsible for inspection of portions of work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.
- vi. The Contractor shall perform all authorized work initiated by the County promptly and diligently in a good, proper, and workmanlike manner in accordance with these Specifications. The Contractor in doing the work shall have the freedom to perform the authorized work by such means and in such a manner as he may choose within the limits of these Specifications. Employees of the Contractor shall not be deemed employees of the County for any purposes whatsoever.
- vii. If required by the County, The Contractor shall keep a daily log and diary of the work and shall include presence of subcontractors and the number of men for each subcontractor on the project, Contractor's personnel on the project and the work they are involved in, work completed that day, material deliveries on the project, inspections made and comments made by inspectors, the Consultant, or the County that affect the work and other pertinent information as deemed necessary.

D. Labor And Materials

- i. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- ii. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- iii. The County will require of the Contractor that, to the fullest extent possible, preference in the employment of all skilled and unskilled labor, other than the Contractor's key personnel, be given to residents of this County, when such labor is available and qualified to do the type of work required. Attention is directed to Section 255.04, Florida Statutes, which requires that Florida products and labor shall be used on public contracts wherever price and quality are equal.
- iv. After the Contract has been executed, the County and the Consultant will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in these specifications.
- v. By making requests for substitutions based on above paragraphs, the Contractor:
 - represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - certifies that the cost data presented is complete and includes all related costs under this Contract except the Consultant's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;

- will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

E. Warranty

- i. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- ii. The Contractor warrants to the County and Consultant that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the County or Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- iii. The warranty required by the above paragraph shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.
- iv. Contractor agrees to remedy promptly, and without cost to County, any defective materials or workmanship that appear within one (1) year from the date of substantial completion of the work.
- v. No provision contained in these Specifications shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with law.
- vi. No provision contained in these Specifications shall be held to limit the terms and conditions of the Manufacturer's Warranty and Contractor shall secure parts, materials and equipment to be installed with Manufacturer's full warranty as to parts and service for one (1) year wherever possible.

- F. Taxes: The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

- G. Permits, Fees And Notices

- i. The Contractor shall secure the building permit and other permits and governmental licenses and inspections necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.
 - ii. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.
 - iii. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are a variance therewith, the Contractor shall promptly notify the Consultant and County in writing, and necessary changes shall be accomplished by appropriate Modification.
 - iv. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Consultant and County, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.
- H. Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.
- I. Contractor's Construction Schedules
 - i. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the County's and Consultant's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
 - ii. If required by the County, the Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittal that is coordinated with the Contractor's construction schedule and allows the Consultant reasonable time to review submittals.

- J. Documents And Samples At The Site: The Contractor shall maintain at the site for the County one record copy of the Drawings, Specifications, addenda, NTP Amendments and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Consultant and shall be delivered to the Consultant for submittal to the County upon completion of the Work.
- K. Shop Drawings, Product Data And Samples
- i. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
 - ii. Product Data is illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
 - iii. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
 - iv. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept is subject to the limitations of the "Administration of The Contract" section of these General Provisions.
 - v. The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action.
 - vi. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples and similar submittals until the respective submittal have been approved by the Consultant. Such Work shall be in accordance with approved submittal.

- vii. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittal with the requirements of the Work and of the Contract Documents.
 - viii. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval thereof.
 - ix. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals to revisions other than those requested by the Consultant on previous submittals.
 - x. Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.
 - xi. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- L. Use Of Site: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- M. Cutting And Patching
- i. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
 - ii. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the County or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or

otherwise alter such construction by the County or a separate contractor except with written consent of the County and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the County or separate contractor the Contractor's consent to cutting or otherwise altering the Work.

- iii. Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, sidewalks, landscape materials and other improvements that are damaged by the Contractor shall be repaired to the satisfaction of the Consultant and authorities having jurisdiction. In the event that local authorities having jurisdiction require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work.

N. **Cleaning Up**

- i. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operation under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.
- ii. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so and the cost thereof shall be charged to the Contractor.

- O. **Access to Work:** The Contractor shall provide the County and Consultant access to the Work in preparation and progress wherever located.

- P. **Royalties And Patents:** All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said work.

1.4 **ADMINISTRATION OF THE CONTRACT**

A. **Consultant**

- i. The Consultant is the independent professional in contract with the County for design and administration of this project. The term

"Consultant" means the Consultant or the Consultant's authorized representative.

- ii. In case of termination of employment of the Consultant, the County shall appoint a Consultant whose status under the Contract Documents shall be that of the former Consultant.
- iii. If the County has not retained a Consultant, then those duties be undertaken by the County's representative.

B. Consultant's Administration of the Contract

- i. The Consultant will provide administration of the Contract as described in the Contract Documents, and act as one of the County's representatives (1) during construction, (2) until final payment is due and (3) with the County's concurrence, from time to time during the correction periods described in "Uncovering and Correction of Work." The Consultant will advise and consult with the County. The Consultant will have authority to act on behalf of the County only to the extent provided in the Contract Documents.
- ii. The Consultant will visit the site at appropriate intervals to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. On the basis of on-site inspections, the Consultant will keep the County informed of progress of the Work, and will guard the County against defects and deficiencies in the Work.
- iii. Communications between the County, Consultant, and the Contractor will be with each other directly with copy to the third party of appropriate information; however, the County and the Contractor may communicate through the Consultant. Except as otherwise provided in the Contract Documents, communications by and with the Consultant's consultants shall be through the Consultant. Communications by and with subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the County. The County reserves the right to communicate directly with any party connected with the project.
- iv. On the basis of the Consultant's inspections and evaluations of the Contractor's Applications for Payment, the Consultant will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- v. The Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant

considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional inspection or testing of the Work in accordance with the Miscellaneous Provisions of these General Conditions, whether or not such Work is fabricated, installed or completed.

- vi. The Consultant will review and approve or take other appropriate action on the Contractor's submittals, such as Shop Drawings, Product Data and Samples, within fourteen (14) calendar days from the date received. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by Consultant. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.
- vii. The Consultant will prepare NTP Amendments and may authorize minor changes in the Work as provided in Section 1.7.
- viii. The Consultant will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the County for the County's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with all the requirements of the Contract Documents.
- ix. The Consultant will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the County or Contractor. The Consultant's response to such requests will be made with reasonable promptness, not more than 15 days, and within any time limits agreed upon.
- x. Interpretations and decisions of the Consultant will be consistent with the intent of and reasonably inferable from the drawings. When making such interpretations and decisions, the Consultant will endeavor to secure faithful performance by both County and Contractor and will not show partiality to either.

- xi. The Consultant's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- C. Claims
- i. Claims, including those alleging an error or omission by the Consultant, shall be referred initially to the Consultant for action. The Consultant shall render their decision on claims in writing. A decision by the Consultant shall be required as a condition precedent to further resolution of a Claim between the Contractor and County as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) The extent to which the Work has been completed. The decision by the Consultant in response to a Claim shall not be necessary in the event (1) the position of Consultant is vacant, (2) the Consultant has not received evidence or has failed to render a decision within agreed time limits, (3) the Claim relates to a construction lien.
 - ii. Claims by the Contractor must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice.
 - iii. Pending final resolution of a Claim, including mediation, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract Documents.
 - iv. Differing Site Conditions: If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Consultant will promptly investigate such conditions, determine if they differ materially from the contract documents, and report the Consultant's findings, recommending no change to the contract, or an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work.

- v. If the Contractor wishes to make Claim for an increase in the Contract Amount, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved claim shall be filed in accordance with the procedure established herein.

vi. Claims for Additional Time

- If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the work. In the Case of a continuing delay only one Claim is necessary.
- If adverse weather conditions are the basis for a claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

- D. Resolution of Claims and Disputes: Except as otherwise provided in this contract any dispute concerning a question of fact or of interpretation of a requirement of the Contract that is not disposed of by mutual consent between the parties shall be decided by the County Manager, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The County Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of this contract and the findings and conclusions shall be final and binding on both parties. Pending the final decision of a dispute hereunder, Contractor shall proceed diligently with its performance of the contract in accordance with the preliminary directions of the County Manager.

- E. Mediation:

- i. In the event the determination of a dispute under this Section is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.
- ii. Cost of mediation will be born equally by the County and Contractor.

1.5 SUBCONTRACTORS

- A. Award Of Subcontracts And Other Contracts For Portions Of The Work
 - i. The Contractor shall notify the County in writing of any proposed subcontractor that is to be utilized and no subcontractor shall be employed without the written approval of the County. The Consultant will promptly reply to the Contractor in writing stating whether or not the County or the Consultant, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the County or Consultant to reply promptly shall constitute notice of no reasonable objection.
 - ii. If the County or Consultant has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the County or Consultant has no reasonable objection. The Contract Amount shall be increased or decreased by the difference in cost occasioned by such change and an appropriate NTP Amendment shall be issued.
 - iii. Subcontractors shall not be changed without approval of the County.
- B. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to

be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by these documents, assumes toward the County and Consultant. Each subcontract agreement shall preserve and protect the rights of the County and Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the contract Documents, has against the County. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

- C. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the County provided that:
 - i. Assignment is effective only after termination of the Contract by the County for cause pursuant to these General Conditions and only for those subcontract agreements which the County accepts by notifying the Subcontractor in writing; and
 - ii. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
- D. Nothing contained in this Contract shall create any kind of contractual relationship between the subcontractors and the County.

1.6 **CONSTRUCTION BY COUNTY OR SEPARATE CONTRACTORS**

- A. County's Right To Perform Construction And To Award Separate Contracts
 - i. The County reserves the right to perform construction or operations related to the Project with the County's own forces, and/or to award separate contracts in connection with other

portions of the Project or other construction or operations on the site.

- ii. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate County-Contractor Agreement.
- iii. The County shall provide for coordination of the activities of the County's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the County in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the County until subsequently revised.

B. Mutual Responsibility

- i. The Contractor shall afford the County and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- ii. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the County or separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Consultant apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the County's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- iii. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.
- iv. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the County or separate contractors.

- C. The County and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor.
- D. If a dispute arises among the Contractor, separate contractors and the County as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the County may clean up and allocate the cost among those responsible as the Consultant determines to be just.

1.7 CHANGES IN THE WORK

A. Changes

- i. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by NTP Amendment, or Field Order, subject to the limitations stated in this Section and elsewhere in the Contract Documents.
- ii. A NTP Amendment shall be based upon agreement among the County, Contractor and Consultant;; a Field Order may be issued by the Consultant alone.
- iii. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the NTP Amendment, or Field Order.
- iv. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed NTP Amendment that application of such unit prices to quantities of Work proposed will cause substantial inequity to the County or Contractor, the applicable unit prices shall be equitably adjusted.

B. NTP Amendment

- i. A NTP Amendment is a written instrument prepared by the Consultant and signed by the Consultant, Contractor and County, stating their agreement upon a material change in the Work, the amount of the adjustment in the Contract Amount, if any, and the extent of the adjustment in the Contract Time, if any.
- ii. Methods used in determining adjustments to the Contract Amount will be in accordance with usual practices in the industry..
- iii. NTP Amendment shall be in the form of **Exhibit B**.
- iv. Changes in the Contract Amount due to NTP Amendment

- v. Unless previously agreed upon or otherwise provided for in the Contract Documents, changes in the Contract Amount for the purposes of this Section shall be limited to the following:
- labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom and workers' or workmen's compensation insurance;
 - materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - rental of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 - additional supervision and field office personnel directly attributable to the change.
- vi. Costs shall not include any of the following:
- salaries or other compensation of the Contractor's personnel at the Contractor's offices, including the field office, unless direct additional expenses have been incurred exclusively because of the change.
 - expenses of the Contractor's offices, including the field office.
 - any part of the Contractor's capital expenses, including interest on the Contractor's capital.
 - costs due to the negligence of the Contractor, any Subcontractor, and Sub-subcontractor, anyone directly or indirectly employed by them, or for whose acts any of them may be liable, including but not limited to, the correction of defective or non conforming Work, disposal of materials and equipment wrongly supplied, or making good damage to property.
 - overhead, general expense and the cost of any item not specifically or reasonably inferable as included in the items described in these paragraphs.
- vii. No changes in the Contract Amounts will be admissible on any Application for Payment or become due to the Contractor until an executed NTP Amendment, or Construction Change Directive with acceptable and appropriate back-up documentation has been submitted to and approved by the County. Approval shall be in

accordance with established County procedures and County Ordinance.

viii.

The allowance for or the reduction to the combined overhead and profit included in the total cost to the County for NTP Amendments and/or Construction Change Directives increasing or decreasing the Contract Amount shall be based on the following schedule:

- For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.
- For the Contractor, for Work performed by the Contractor's Subcontractor, 7 ½ percentage of the amount due the Subcontractor.
- For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 15 percent of the cost.
- For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 7 ½ percentage of the amount due the Sub-subcontractor.
- Cost to which overhead and profit is to be applied shall be determined in accordance with the above paragraphs.
- In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.
- The Contractor may add 2% of the absolute value of deductive NTP Amendments for Overhead.

- C. **Field Orders:** The Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Amount or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the County and Contractor. The Contractor shall carry out such written orders promptly.

1.8 TIME AND PROGRESS

A. Progress And Completion

- i. Time limits stated in the Contract Documents are of the essence of the Contract. By submitting a proposal the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
 - ii. The Contractor shall not knowingly, except by agreement or instruction of the County in writing, prematurely commence operations on the site or elsewhere prior to issuance of the Notice to Proceed by the County.
 - iii. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial completion within the Contract Time.
- B. Delays And Extensions Of Time:** If the Contractor is delayed at any time in progress of the Work by an act or neglect of the County or Consultant, or of an employee of either, or of a separate contractor employed by the County, or by changes ordered in the work, or by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, or by other causes that the Consultant determines may justify delay, then the Contract Time shall be extended by NTP Amendment for such reasonable time as the Consultant may determine.
- C.** No claim for damages or any claim, other than for an extension of time, shall be made or asserted against County by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of County or its agents. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

1.9 PAYMENTS AND COMPLETION

- A.** Contract Amount: The County shall pay the Contractor for the work at the price(s) stated on the NTP. No additional payment shall be made to the Contractor other than as approved by executed NTP Amendment or Construction Change Directive.

B. Schedule Of Values:

- i. The Schedule of Values (**Attachment D**) shall be used as a basis for reviewing the Contractor's Applications for Payment.
- ii. With their proposal for a specific job or within fifteen days of issuance of the Notice to Proceed the Contractor shall submit to the Consultant a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Consultant and County's Representative may require. If the Consultant or the County's Representative object to the Schedule of Values as submitted, the Contractor will either support the scheduled values with documentation acceptable to the Consultant and the County's Representative or revise the Schedule of Values until an acceptable schedule is submitted.
- iii. The Schedule of Values shall contain such detail as the County may reasonably require
- iv. This schedule shall be revised if later found by the Consultant or the County's Representative to be inaccurate.

C. Applications For Payment

- i. On the Tuesday before the last Thursday of each month, or at such other time as may be specifically agreed to by the County and Contractor in writing, the Contractor will submit to the Consultant for review an Application for Payment, (**EXHIBIT G**) completed and signed by the Contractor. The application will be based on the Schedule of Values accepted by the Consultant and the County's Representative. Amount's applied for in the application will be for work completed from the preceding month's last application to the day the application is submitted. The Contractor will provide evidence to support the amounts applied for by such data as the Consultant and the County's Representative may reasonably require, including but not limited to copies of the following: Subcontracts, Purchase Orders, Subcontractors and Material Suppliers invoices to the Contractor.
- ii. Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.
- iii. Unless otherwise provided in the Contract Documents, payments shall be made on account for materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the County, payment may

similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the County to establish the County's title to such materials and equipment or otherwise protect the County's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

- iv. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the County no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the County shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

D. Certificates For Payment

- i. The Consultant will, within seven days after receipt of the Contractor's Application for Payment, either issue to the County a Certificate for Payment, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or notify the Contractor and County in writing of the Consultant's reasons for withholding certification in whole or in part as provided in this Section. The issuance of a Certificate for Payment will constitute a representation by the Consultant to the County, based on the Consultant's inspections at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Consultant.

- ii. **Decisions To Withhold Certification:** The Consultant may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to

protect the County, if in the Consultant's opinion the representations to the County required by Section 1.9.4.1 cannot be made. If the Consultant is unable to certify payment in the amount of the Application, the Consultant will notify the Contractor and County. If the Contractor and Consultant cannot agree on a revised amount, the Consultant will promptly issue a Certificate for Payment for the amount for which the Consultant is able to make such representations to the County. The Consultant may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be necessary in the Consultant's opinion to protect the County from loss because of:

- defective Work not remedied;
- third party claims filed or reasonable evidence indicating probable filing of such claims;
- failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- damage to the County or another Contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- persistent failure to carry out the Work in accordance with the Contract Documents.
- failure of mechanical or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings.
- the contractor fails to return a "Subcontractor Requisition for Payment and Requisition for Payment and Certification of Payment" in amounts applied for, less retainage for all subcontractors identified in the Contractor's previous Application for Payment as having completed work and applied for payment on account of such subcontractor work.

- iii. The Contractor may make the necessary responses to the Consultant's reasons for withholding certification and resubmit the application.
- iv. The County's Representative will review each certified application for payment. If the County's Representative does not approve the application for payment the County's Representative will, within 7 days after receipt of the application, return the application to the Consultant indicating in writing the County's reasons for not approving payment. The Contractor may make the necessary responses to the County Representative's reasons for not approving payment and resubmit the application. If the Contractor and County's Representative cannot agree on a revised amount, the County's Representative will promptly adjust the applied for amounts and approve payment. The County's Representative will promptly notify the Contractor and the Consultant of the revised amounts. The County will, within 45 days of approving payment, pay the Contractor the amount approved by the Consultant and/or the County's Representative.

E. Progress Payments

- i. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the County, out of the amount paid to the Contractor on account for such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account for such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.
- ii. Neither the County nor Consultant shall have an obligation to pay nor see to the payment of money to a Subcontractor nor Sub-subcontractor nor material supplier except as may otherwise be required by law.
- iii. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the County shall not constitute acceptance of Work not in accordance with the Contract Documents.

F. Failure Of Payment:

- i. If the Consultant does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the County does not

pay the Contractor within 45 days the amount approved by the Consultant and/or the County's Representative, whichever is lower, then the Contractor, upon fifteen additional days' written notice to the County and Consultant, may stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Amount shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up.

G. Substantial Completion

- i. When the Contractor considers that the Work, or a portion thereof which the County agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Consultant a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents before final payment is approved. Upon receipt of the Contractor's list, the Consultant and the County's Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Consultant's and the County Representative's inspection discloses any items, whether or not included on the Contractor's list, which are not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such items upon notification by the Consultant and/or the County's Representative. The Contractor shall then submit a request for another inspection by the Consultant to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Consultant will prepare a Certificate of Substantial completion that shall establish the date of Substantial Completion, shall establish responsibilities of the County and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the County and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

- ii. When a Certificate of Occupancy, and Certificate of Substantial Completion are issued, or where such is not required, when the Consultant has certified substantial completion in writing the Contractor may make Application for Payment to reduce the retained earnings to five percent plus amounts deemed necessary by the Consultant and/or County for completion of items not in compliance with the Contract Documents.
- H. Partial Occupancy Or Use
 - i. The County may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the County and Contractor or, if no agreement is reached, by decision of the Consultant.
 - ii. Immediately prior to such partial occupancy or use, the County, Contractor and Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
 - iii. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.
- I. Final Completion And Final Payment
 - i. Upon written notice from the Contractor that the project is complete, the Consultant and County Representative will make a final inspection, and will notify the Contractor in a written list of particulars in which this inspection reveals that the work is defective and/or does not conform to the terms and conditions of the Contract Documents. This final inspection list may include

items not contained in the substantial completion inspection punch list. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

- ii. After the Contractor has completed any such corrections to the satisfaction of the Consultant and County Representative and delivered all maintenance and operating instructions, if any, schedules, guarantees, bonds, certificates of inspection and other documents, all as required by the Contract Documents, the Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's final Affidavit and Release of Lien. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Consultant will promptly make such inspection and, after completion of these requirements, the County Representative may approve the final application for payment.
- iii. When the Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Consultant will promptly issue a final Certificate for Payment stating that to the best of the Consultant's knowledge, information and belief, and on the basis of the Consultant's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable.
- iv. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Consultant
 - an affidavit that payrolls, bill for material and equipment, and other indebtedness connected with the Work for which the County or the County's property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied
 - a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County

- a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents
 - consent of surety, if any, to final payment and
 - if required by the County, other data establishing payment or satisfaction of obligation, such as receipts, subcontractor Requisition for Payment and Certification of Payment, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the County. If a Subcontractor refuses to furnish a release or waiver required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien.
- v. If after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of NTP Amendments affecting final completion, and the Consultant so confirms, the County shall, upon application by the Contractor and certification by the Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- vi. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.
- J. Contract Time and Liquidated Damages
- i. Time is of the essence for the completion of all work under this contract. Work is to commence when the Contractor is given written Notice to Proceed and is to be substantially complete

within the number of calendar days specified after the date of such notice.

- ii. The Contractor is to furnish sufficient forces, construction plant and equipment, and to work such hours, including overtime operations, as may be necessary to insure the prosecution of the work, to allow the substantial completion of the project within the specified time. Normal inclement weather will not be sufficient reason to allow an extension of time on the project. Only exceptional weather conditions, acts of God that might cause delay in the work or other factors outlined herein will be considered as justifiable reasons for an extension of time.

1.10 PROTECTION OF PERSON AND PROPERTY

A. Safety Precautions And Programs

- i. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- ii. In the event the Contractor encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the County and Consultant in writing. The Work in the affected area shall not hereafter be resumed except by written agreement of the County and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. Work in the affected area shall be resumed when the County and Contractor agree in writing that no asbestos or polychlorinated biphenyl (PCB) is present or when it has been rendered harmless.
- iii. The Contractor shall not be required pursuant to this Agreement to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- iv. Employees of Bidders (or Responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Bidder's employee:
 - Battery: intentional offensive touching or application of force or violence to another.

- Stalking: willfully, maliciously and repeatedly following or harassing another person.
- B. Safety Of Persons And Property
- i. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - employees on the Work and other persons who may be affected thereby;
 - the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Subcontractors; and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
 - ii. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
 - iii. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
 - iv. When use or storage of explosives, inflammables or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall:
 - exercise utmost care and carry on such activities under supervision of properly qualified personnel.
 - give the County reasonable advance notice and shall fully indemnify the County of any responsibility for such use.
 - v. The Contractor shall promptly remedy damage and loss to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Section. The foregoing obligations of the

Contractor are in addition to the Contractor's obligations under Section 1.3.

- vi. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County and Consultant.
 - vii. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- C. Emergencies: In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor because of the emergency shall be determined as provided in Section 1.8.

1.11 UNCOVERING AND CORRECTION OF WORK

A. Uncovering Of Work

- i. If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's observation and be replaced at the Contractor's expense without change in the Contract Time.
- ii. If a portion of the Work has been covered which the Consultant has not specifically requested to observe prior to its being covered, the Consultant may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate NTP Amendment, be charged to the County. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the County or a separate contractor in which event the County shall be responsible for payment of such costs.

B. Correction Of Work

- i. The Contractor shall promptly correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Consultant's services and expenses made necessary thereby.

- ii. The Contractor shall commence correction of the Work within seven days after the date of written notice from the Consultant.
- iii. If within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County to do so. This period of one year shall be extended with respect to portions of work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract. The County shall give such notice promptly after discovery of the condition.
- iv. The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the County.
- v. If the Contractor fails to correct non-conforming Work within a reasonable time, the County may correct it in accordance with this Agreement. If the Contractor does not proceed with correction of such non-conforming Work within a reasonable time fixed by written notice from the Consultant, the County may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the County may sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs that the Contractor should have borne, the Contract Amount shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.
- vi. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the County or separate contractors caused by the Contractor's

correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

- vii. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in this Section relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

- C. **Acceptance Of Non-Conforming Work:** If the County prefers to accept work that is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction, in which case the Contract Amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

1.12 MISCELLANEOUS PROVISIONS

- A. **Governing Law:** The contract shall be governed by the law of the State of Florida. Venue shall be in Alachua County.

- B. **Successors And Assigns**

- i. The County and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

- ii. In case the Contractor, on written consent of the County, assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and

corporations for services rendered or materials supplied for the performance of the work called for in this contract.

C. Notices:

Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, or by personal delivery and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery.

The County Representative for this section is:

Alachua County Facilities Manager
PO Box 2877
Gainesville, FL 32607-2877

A copy of any Notice to Alachua County herein under shall also be sent to:

J. K. Irby
Clerk of the Court
Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32602
Attn: Contracts

D. Rights And Remedies:

- i. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- ii. No action or failure to act by the County, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

E. Tests And Inspections

- i. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the County, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The County shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded. Refer to the technical specifications section on "Standards and Quality Controls" for elaboration on responsibilities of Contractor and County for testing.
- ii. If the Consultant, County or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under this Section, the Consultant will, upon written authorization from the County, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to be made so the Consultant may observe such procedures. The County shall bear such costs except as provided in below.
- iii. If such procedures for testing, inspection or approval in the above paragraphs reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses.
- iv. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Consultant. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.
- v. If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so promptly and, where practicable, at the normal place of testing.

- vi. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.
- F. Interest: Any monies not paid by the County when claimed to be due to the Contractor under this agreement shall not be subject to interest except as provided in section 218.74(4), Florida Statutes.
- G. Commencement Of Statutory Limitation Period
- i. As between the County and Contractor:
- Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
 - Between substantial completion and final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of approval by the County Representative of the final Certificate for Payment; and
 - After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under this Agreement or a NTP the date of any correction of the Work or failure to correct the Work by the Contractor or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or County, whichever occurs last.
- H. Independent Contractor: In the performance of this agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the

County. The Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of this agreement. Neither the Contractor nor any of its employees, officers, agents or any other individual directed to act on behalf of the Contractor for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County. Policies and decisions of the Contractor which may be represented by the Contractor in performance of this agreement shall not be construed to be the policies or decision of the County.

1.13 TERMINATION OR SUSPENSION OF THE CONTRACT

A. Termination By The Contractor

- i. The Contractor may terminate the Contract if the Work is stopped for a period of more than three months through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:
 - issuance of an order of a court or other public authority having jurisdiction;
 - an act of government, such as declaration of national emergency, making material unavailable;
 - because the County has not made payment on a County Representative approved Application for Payment within 45 days after said approval;
- ii. If one of the above reasons exist, the Contractor may, upon seven additional days' written notice to the County and Consultant, terminate the Contract and recover from the County payment for Work executed and reasonable expenses sustained therein plus reasonable termination expenses but shall not recover lost profit.

B. Termination By The County For Cause

- i. The County may terminate the Contract if the Contractor;
 - fails to supply enough properly skilled workers or proper materials;
 - fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

- disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - otherwise is guilty of substantial breach of a provision of the Contract Documents.
 - files a petition in Federal Bankruptcy Court,
 - makes a general assignment for the benefit of his creditor(s)
 - if a receiver shall be appointed for the Contractor
 - disregards instructions of the County
 - for any cause whatsoever shall not perform the work in an acceptable manner
 - Commits any acts of workplace violence (see 1.11.1.4)
- ii. When any of the above reasons exist, the County may without prejudice to any other rights or remedies of the County and after giving the Contractor and the Contractor's surety, if any, ten calendar days written notice, terminate employment of the Contractor upon written certification from the Consultant of such delay, neglect, or defect, and may, subject to any prior rights of the surety:
- take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - accept assignment of subcontracts
 - finish the Work by whatever reasonable method the County may deem expedient.
- iii. When the County terminates the Contract for one of the reasons stated, the Contractor shall not be entitled to receive further payment until the Work is finished.
- iv. If the unpaid balance of the Contract Amount exceeds cost of finishing the Work, including compensation for the Consultant's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Consultant, upon application, and this obligation for payment shall survive termination of the Contract.

C. Suspension By The County For Convenience

- i. The County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.
 - ii. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
 - that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
 - that an equitable adjustment is made or denied under another provision of this Contract.
 - iii. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.
- D. Termination By The County For Convenience
- i. The County may terminate the Contract for County's convenience upon ten (10) days written notice delivered by certified mail, return receipt requested, to the Contractor of intent to terminate and the date on which such termination becomes effective. In the event funds become unavailable to the County for any reason for whatsoever, this Agreement shall terminate upon twenty four (24) hours notice. The County shall be the sole and final authority as to the availability of funds.
 - ii. In such case the Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement cost reasonably incurred by Contractor relating to commitments which had become firm prior to the termination.
 - iii. Payment shall include a reasonable profit for services performed. No payment shall be made for profit for services which have not yet been performed.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT #

NTP/Project #

Contractor:

Encumbrance #

Contract Manager:

Work Order Name #:

Work Order Description:

Deliverable(s):

Original Work Order Price:

Total of Prior Approved Changes

Amount of this Change in Work Order
Add (Deduct)

New Work Order Price with Amendment:

Original Completion Date

New Completion Date

Alachua County:

By: _____

Date: _____

Approved as to Form

Contractor:

By: _____

Date: _____

Alachua County Attorney

EXHIBIT C: FORM OF PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to section 255.05, F.S., and claimants must comply with the notice and time limitations of section 255.05(2), F.S.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) : _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____ SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT D: FORM OF PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorneys fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligor for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligor.

EXHIBIT D - 2

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200____, by
_____, as _____ of
_____, a _____ corporation, on behalf of the corporation. He/she is
personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____
SEAL

PRINTED NAME AND TITLE: _____

EXHIBIT E: INSURANCE

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. BUILDER'S RISK / INSTALLATION FLOATERS.

- A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:
- B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

- A Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

- 2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.
- B Workers' Compensation and Employers' Liability Coverages
 - 1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.
- C All Coverages
 - 1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a "claims made" form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS.

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

EXHIBIT F: RELEASE AND AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____,
who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of
\$ _____ paid, _____ ("Contractor") releases and waives
for itself and its subcontractors, materialmen, successors and assigns, all claims demands,
damages, costs and expenses, whether in contract or in tort, against The County Commissioners
of Alachua County, Florida, a body corporate existing under the laws of the State of Florida
("Owner") relating in any way to the performance of the Agreement between Contractor and
Owner, dated _____, 200__, for the period from _____ to
_____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors
and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for
which Owner might be sued or for which a lien or a demand against any payment bond might be
filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all
demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising
out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) Contractor certifies that it has paid all its subcontractors and materialmen in
full all amounts owed them from any previous payments received by Contractor from Owner and
has not withheld any such amounts. In the event Contractor withholds any unpaid amounts due
to its subcontractors and/or materialmen from the payment it receives from Owner with respect
to the Application for Payment referenced in paragraph 5 below, Contractor agrees to
immediately refund all such unpaid amounts to Owner.

(5) This Release and Affidavit is given in connection with Contractor's
[monthly/final] Application for Payment No. _____.

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
200__, by _____, as _____ of _____,
a _____ corporation, on behalf of the corporation. He/she is personally
known to me or has produced a _____ (state) driver's license no. _____ as
identification.

My Commission Expires: _____

EXHIBIT F - 1

Notary Public (Signature): _____

(AFFIX NOTARY SEAL)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

EXHIBIT F - 2

EXHIBIT G: APPLICATION FOR PAYMENT

Contractor (Name and Address): _____

Job No: _____

Contract Time (Calendar Days): _____

Time Elapsed to Date: _____

ADDITIONS \$

DEDUCTIONS \$

NTP Amendments approved
in previous months by
Owner -- TOTAL

Subsequent Change Orders

Number Approved
 (Date)

TOTALS

Net change by NTP Amendments \$

THIS CERTIFICATE

SHOW INDIVIDUAL SBE PAYMENTS SEPARATELY ON
SCHEDULE OF VALUES AND TOTAL ON THIS LINE

Request No: _____

For Period Ending: _____

Project Name: _____

State Project: _____

Federal Project No: _____

Original Contract Sum \$

NTP Amendments (Net) \$

Contract Sum To Date \$

Balance To Finish \$

Completed To Date \$

Materials Stored \$

Total Completed &

Stored \$

Less Retainage % \$

Add Back Retained

Amount Covered By

Securities \$

TOTAL \$

Less Previous Certificates \$

Less Materials Purchased

Directly By Owner: \$

TOTAL AMOUNT PAID THIS CERTIFICATE
TO SBE SUBCONTRACTORS \$

CERTIFICATION BY THE CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract, and that all materialmen, laborers and subcontractors, as defined in Chapter 713.01, Florida Statutes, have been paid the amounts due them out of any previous payments made to the Contractor by the Owner. Further, I agree to promptly pay each materialman, laborer and subcontractor, as defined in Chapter 713.01, Florida Statutes, upon receipt of payment from the Owner, out of the amount paid to me on, account of such materialman's laborer's or subcontractor's work, the amount to which said materialman, laborer and subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to myself on account of such materialman's, laborer's and subcontractor's work.

CONTRACTOR: _____

By: _____

STATE OF _____

EXHIBIT G - 1

COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

(Signature of person taking acknowledgement)

(Name typed printed or stamped)

(Title or Vendor)

(Serial number, if any)

CERTIFICATION BY THE ARCHITECT- ENGINEER: I certify that I have checked and verified this Progress Payment Application; that to the best of my knowledge and belief, the above application is a true statement of the value of the work performed and the materials suitable stored on the site; that all work and materials included in this Certificate have been inspected by me or by my authorized assistants; that all work has been performed and material supplied in full accordance with the terms of this Contract; and I approved for payment the amount noted above.

REVIEWED AND RECOMMENDED FOR PAYMENT:

Architect-Engineer

Date: _____

APPROVED FOR SERVICES, PERFORMED AS STATED BY:

Owner's Owner's Representative

Date: _____

EXHIBIT G - 2

EXHIBIT H: SUBCONTRACTOR/MATERIALMAN WAIVER & RELEASE OF LIEN

PARTIAL _____
FINAL _____

OWNER:

CM or CONTRACTOR: _____

PROJECT # _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ (The CM or Contractor) has been engaged
by _____ (The Owner), to provide labor and/or materials as described
in said contract in connection with the construction of the project described above, and
_____ (The Subcontractor or Materialman) has been engaged by
_____ (The CM or Contractor) to assist.

THE UNDERSIGNED lienor, in consideration of a final payment made in the amount of \$ _____,
hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to
_____ (Owner) on the job of
_____ to the following described property: _____
_____.

THE UNDERSIGNED further warrants and represents that any and all valid labor, material, equipment,
fringe benefits, taxes and other bills, now due and payable on the properly described above on behalf of the
undersigned, have been paid in full to date of this Waiver for application
_____ dated _____, a copy of which is attached hereto.

DATE: _____

(Subcontractor or Materialman)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____ (year), by (name of person) as
(type of authority, . . . e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was
executed).

(Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced: _____

ATTACHMENT C: SCOPE OF SERVICES

Construction Services Phase: Owner and Contractor have agreed in writing to the price to be paid to the Contractor and the time for the work. Contractor shall furnish and pay for all management, supervision, financing, labor, materials, tolls fuel supplies, utilities, equipment and services of every kind and type necessary diligently, timely and fully perform and complete in a good workmanlike manner the construction and installation of the work. Construction shall include:

1. Sub-Contractor procurement process
2. Permitting as required by governing authorities
3. Mobilization
4. The installation of lighting and load management controls and front end software as detailed in the construction documents
5. Programming, testing and commissioning of all newly installed systems and interfaces
6. Start-up of newly installed systems
7. Training of Owner's designated staff

**Automation & Security
Technologies Inc.**

121 Twin Lakes Rd So
Cocoa, Florida 32926
321-433-2317
Bill@ErskineFL.US

3/14/2011 Revised 4/13/2011

**Proposal for the Powerline Control Project, Alachua County
Design Build Phase**

For the sum of \$89,965.00 provide the necessary materials, equipment, personnel, expertise and required documentation to install the powerline control system developed under the Powerline Control, Professional Services Contract.

Proposal cost includes total system cost, and the inclusion of the cost of county required performance bond. The installation of system will be per 100% construction documents dated 2-28-2011.

Cost breakdown is detailed on attachment "A" to this document.

Option to delete relay panel override keypads

Deleting the 6 override keypads from the system reduces the system cost to \$86,365.00.

Cost breakdown without keypads is detailed on attachment "B" to this document.

Most installation and testing work will be performed during second shift (5pm to 1am). Some work will be performed during normal working hours when non interfering and possible (installing relay boxes in closed rooms or away from normal traffic).

Alachua County will be required to supply the following:

- A minimum of twelve (12) TCP IP addresses allocated for use by this system.
- Space on windows based server to install control software.
- Network connections within 50 feet of each control panel location.
- Access to all areas required for installation.

William Erskine
Automation & Security Technologies

ATTACHMENT D: SCHEDULE OF VALUES

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Permits	\$2,111.00						\$2,111.00	
2	Performance Bond	\$800.00						\$800.00	
3	Equipment Purchase and Assembly	\$51,170.00						\$51,170.00	
	Purchase Creston Control Equipment								
	Purchase Relay Panel Components								
	Purchase Z-Wave RF products								
	Assemble Relay Panels and Controllers								
4	4th Floor Installation	\$8,443.00						\$8,443.00	
	Identify existing circuits								
	Verify controlled circuits								
	Install controller box								
	Install relay box								
	Install RF controlled outlets								
	Install RF controlled pigtails								
	Program RF components								
	Verify control of installed components								
5	3rd Floor Installation	\$5,277.00						\$5,277.00	
	Identify existing circuits								
	Verify controlled circuits								
	Install controller box								
	Install relay box								
	Install RF controlled outlets								
	Install RF controlled pigtails								
	Program RF components								
	Verify control of installed components								
6	2nd Floor Installation	\$8,443.00						\$8,443.00	
	Identify existing circuits (South Wing)								
	Verify controlled circuits (South Wing)								
	Install controller box (South Wing)								
	Install relay box (South Wing)								
	Install RF controlled outlets (South Wing)								

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	Install RF controlled pigtails (South Wing) Program RF components (South Wing) Verify control of installed components (South Wing) Identify existing circuits (North Wing) Verify controlled circuits (North Wing) Install controller box (North Wing) Install relay box (North Wing) Install RF controlled outlets (North Wing) Install RF controlled pigtails (North Wing) Program RF components (North Wing) Verify control of installed components (North Wing)								
7	1st Floor Installation Identify existing circuits (South Wing) Verify controlled circuits (South Wing) Install controller box (South Wing) Install relay box (South Wing) Install RF controlled outlets (South Wing) Install RF controlled pigtails (South Wing) Program RF components (South Wing) Verify control of installed components (South Wing) Identify existing circuits (North Wing) Verify controlled circuits (North Wing) Install controller box (North Wing) Install relay box (North Wing) Install RF controlled outlets (North Wing) Install RF controlled pigtails (North Wing) Program RF components (North Wing) Verify control of installed components (North Wing)	\$8,443.00						\$8,443.00	
8	Software Installation Install Roomview Software on Alachua Server Install Client software on designated PC's	\$3,166.00						\$3,166.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
9	Test control in all control modes Training Train designated operators to use system System Turn Over	\$2,112.00						\$2,112.00	
	GRAND TOTALS	\$89,965.00	\$0.00	\$0.00	\$0.00	\$0.00		\$89,965.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

FORM OF PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME): Automation & Security Technologies, Inc.

PRINCIPAL BUSINESS ADDRESS (No PO Box): 121 S. Twin Lakes Rd., Cocoa, FL 32926

TELEPHONE NUMBER: (321)433-2317

SURETY

COMPANY (LEGAL NAME): Auto-Owners Insurance Company

PRINCIPAL BUSINESS ADDRESS (No PO Box): 6101 Anacapi Blvd, Lansing, MI 48917

TELEPHONE NUMBER: (800)346-0346

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED: 05/09/2011

AMOUNT: Eighty Nine Thousand Nine Hundred Sixty Five and 00/100 (\$89,965.00)

GENERAL DESCRIPTION: Software and automated switch control.

STREET ADDRESS OF PROJECT: 12 S.E. 1st Street, Gainesville, FL 32601

PO #, RFP, OR BID #:

BOND

BOND NUMBER: 66108608

DATE: 05/09/2011

AMOUNT: Eighty Nine Thousand Nine Hundred Sixty Five and 00/100 (\$89,965.00)

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Oblige, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

FORM OF PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME): Automation & Security Technologies, Inc.

PRINCIPAL BUSINESS ADDRESS (No PO Box): 121 S. Twin Lakes Rd., Cocoa, FL 32926

TELEPHONE NUMBER: (321)433-2317

SURETY

COMPANY (LEGAL NAME): Auto-Owners Insurance Company

PRINCIPAL BUSINESS ADDRESS (No PO Box): 6101 Anacapi Blvd, Lansing, MI 48917

TELEPHONE NUMBER: (800)346-0346

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED: 05/09/2011

AMOUNT: Eighty Nine Thousand Nine Hundred Sixty Five and 00/100 (\$89,965.00)

GENERAL DESCRIPTION: Software and automated switch control.

STREET ADDRESS OF PROJECT: 12 S.E. 1st Street, Gainesville, FL 32601

PO #, RFP, OR BID #:

BOND

BOND NUMBER: 66108608

DATE: 05/09/2011

AMOUNT: Eighty Nine Thousand Nine Hundred Sixty Five and 00/100 (\$89,965.00)

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorneys fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligor for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligor.

Signed and sealed this 27 day of April, 20 11.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

Automation & Security Technologies, Inc.

Witnesses as to Contractor

By: ☒

Name: William D Erskine

Title: President

STATE OF Florida

COUNTY OF Alachua

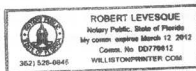
The foregoing instrument was acknowledged before me this 27 day of April, 2011, by William D Erskine, as President of Automation & Security Technologies, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me OR has produced Driver License as identification.

Notary Public (Signature) R. Levesque

Printed Name: R. Levesque

My Commission Expires: 3/19/12

(AFFIX NOTARY SEAL)



SURETY

SIGNATURE: Treyson R. Tinney

SEAL

PRINTED NAME AND TITLE: Treyson R. Tinney AGENT & FL Licensed Resident



DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY
LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66108608

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint TREYSEN R TINNEY

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 4th day of April, 2011.

Kenneth R. Schroeder, Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 4th day of April, 2011, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires September 28, 2011.

Michelle A. Bottum, Notary Public



STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 4th day of April, 2011.



Stuart R. Birn, First Vice President, Secretary and General Counsel

*This power of attorney is attached to bond number 66108608, issued to AUTOMATION & SECURITY TECHNOLOGIES, INC. on April 27, 2011.



EXECUTION REPORT
(Detach and return with a copy of original bond.)

NO. 66108608

Agency Name LEVY INSURANCE AGENCY INC

Agency Code 12-0201-00

Name of Principal AUTOMATION & SECURITY TECHNOLOGIES, INC.

Effective Date 05/09/2011

Mailing Address 121 S TWIN LAKES RD, COCOA, FL, 32926-8732

Premium Charge 811.41

Name of Obligor ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Amount of Bond 89965

Address of Obligor 12 SE 1ST ST, GAINESVILLE, FL, 32601

Type of Bond Quick Contract

COMPLETE AND ATTACH ALL PAPERS UNDER THIS REPORT THE SAME DAY THE BOND IS SIGNED

FORM OF PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME): Automation & Security Technologies, Inc.
PRINCIPAL BUSINESS ADDRESS (No PO Box): 121 S. Twin Lakes Rd., Cocoa, FL 32926
TELEPHONE NUMBER: (321)433-2317

SURETY

COMPANY (LEGAL NAME): Auto-Owners Insurance Company
PRINCIPAL BUSINESS ADDRESS (No PO Box): 6101 Anacapi Blvd, Lansing, MI 48917
TELEPHONE NUMBER: (800)346-0346

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601
TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED: 05/09/2011
AMOUNT: Eighty Nine Thousand Nine Hundred Sixty Five and 00/100 (\$89,965.00)
GENERAL DESCRIPTION: Software and automated switch control.
STREET ADDRESS OF PROJECT: 12 S.E. 1st Street, Gainesville, FL 32601
PO #, RFP, OR BID #:

BOND

BOND NUMBER: 66108608
DATE: 05/09/2011
AMOUNT: Eighty Nine Thousand Nine Hundred Sixty Five and 00/100 (\$89,965.00)

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to section 255.05, F.S., and claimants must comply with the notice and time limitations of section 255.05(2), F.S.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this 27 day of April, 20 11.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

Automation & Security Technologies, Inc.

By: (Signature)

Witnesses as to Contractor

Name: William D Erskine

Title: President

STATE OF Florida

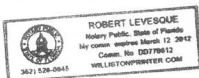
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 27 day of April, 2011, by William D Erskine, as President of Automation & Security Technologies, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me OR has produced Driver License as identification.

Notary Public (Signature): (Signature)

Printed Name: Robert Levesque

My Commission Expires: 3/19/12



(AFFIX NOTARY SEAL)



SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: Treysen R. Tinney AGENT ATTORNEY IN FACT & FL Licensed
Resident

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY
LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66108608

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointees."

Does hereby constitute and appoint TREYSEN R TINNEY

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 4th day of April, 2011.

Kenneth R. Schroeder, Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 4th day of April, 2011, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires September 28, 2011.

Michelle A. Bottum, Notary Public



STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 4th day of April, 2011.

Stuart R. Birn, First Vice President, Secretary and General Counsel



*This power of attorney is attached to bond number 66108608, issued to AUTOMATION & SECURITY TECHNOLOGIES, INC. on April 27, 2011.



EXECUTION REPORT
(Detach and return with a copy of original bond.)

NO. 66108608

Agency Name LEVY INSURANCE AGENCY INC

Agency Code 12-0201-00

Name of Principal AUTOMATION & SECURITY TECHNOLOGIES, INC.

Effective Date 05/09/2011

Mailing Address 121 S TWIN LAKES RD, COCOA, FL, 32926-8732

Premium Charge \$11.41

Name of Obligor ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Amount of Bond \$9965

Address of Obligor 12 SE 1ST ST, GAINESVILLE, FL, 32601

Type of Bond Quick Contract

COMPLETE AND ATTACH ALL PAPERS UNDER THIS REPORT THE SAME DAY THE BOND IS SIGNED

June 14, 2011 Regular BoCC Meeting
Agenda Item #36

Title

Annual Roadway Construction Material Hauling Services: Annual Bid 12-65. (Amended)

Amount

N/A

Description

Request Approval of the Finance Report and award Annual Bid 12-65; Annual Roadway Construction Material Hauling Services and authorize staff to negotiate a contract.

Recommendation

Approve the award of Annual Bid 12-65; Annual Roadway Construction Material Hauling Services to Coleman Construction, Inc., and LMW Construction, as the lowest responsive and responsible bidders meeting specifications and authorize staff to negotiate a contract.

Alternative(s)

That the Board reject the award of Annual Bid 12-65; Annual Roadway Construction Material Hauling Services.

Requested By

Rick Hedrick/Larry M. Sapp

Originating Department

Public Works/Purchasing

Attachment(s) Description

Finance Report

Documents Requiring Action

Finance Report

Executive Summary

That the Board approve the award of Annual Bid 12-65; Annual Roadway Construction Material Hauling Services to Coleman Construction, Inc., and LMW Construction, as the lowest responsive and responsible bidders meeting specifications and authorize staff to negotiate a contract.

Background

Bid 12-65; Annual Roadway Construction Material Hauling Services was advertised on March 16, 2011 and March 23, 2011. The deadline for receipt of the bid was April 13, 2011. Two (2) vendors responded for Annual Bid 12-65; Annual Roadway Construction Material Hauling Services.

Issues

If Annual Bid 12-65; Annual Roadway Construction Material Hauling Services is not approved the Public Works Department would be unable to purchase Annual Roadway Construction Material Hauling Services for road projects.

Fiscal Recommendation

n/a

Fiscal Alternative(s)

n/a

Funding Sources

n/a

Account Code(s)

n/a

Attachment: 1265FR.pdf



Alachua County Department of Administrative Services Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

May 11, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: Bid # 12-65; Annual Roadway Construction Material Hauling Services

Deadline for Receipt of Bids:

2:00 pm, Wednesday, April 13, 2011

Advertisement Dates:

March 16, 2011 and March 23, 2011

Notifications sent to:

102 Vendors

Solicitations Requested by:

7 Vendors

Bid(s) Received From:

2 Vendors

Firms:

Coleman Construction, Inc.
Newberry, FL

LMW Construction
Williston, FL

Administrative Recommendation:

The recommendation of the Public Works Department is to approve the award of Bid #12-65; Annual Roadway Construction Material Hauling Services, to Coleman Construction, Inc., and LMW Construction, as the lowest responsive and responsible bidders meeting specifications and authorize staff to negotiate a contract.

APPROVED THIS 14th DAY OF June, 2011.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
Chairperson

ATTEST:

[Signature]
Clerk

LMS:mm



June 14, 2011 Regular BoCC Meeting
Agenda Item #37

Title

Annual Roadway Milling Services: Annual Bid 12-64 (Amended)

Amount

N/A

Description

Request Approval of the Finance Report and award Annual Bid 12-64; Annual Roadway Milling Services and authorize staff to negotiate a contract.

Recommendation

Approve the award of Annual Bid 12-64; Annual Roadway Milling Services to Oldcastle Southern Group, Inc. d/b/a, APAC – Southeast, Inc., and D.A.B. Constructors, Inc., as the lowest responsive and responsible bidder meeting specifications and authorize staff to negotiate a contract.

Alternative(s)

That the Board reject the award of Annual Bid 12-64; Annual Roadway Milling Services.

Requested By

Rick Hedrick/Larry M. Sapp

Originating Department

Public Works/Purchasing

Attachment(s) Description

Finance Report

Documents Requiring Action

Finance Report

Executive Summary

That the Board approve the award of Annual Bid 12-64; Annual Roadway Milling Services to Oldcastle Southern Group, Inc. d/b/a, APAC – Southeast, Inc., and D.A.B. Constructors, Inc., as the lowest responsive and responsible bidders meeting specifications and authorize staff to negotiate a contract.

Background

Bid 12-64; Annual Roadway Milling Services was advertised on March 16, 2011 and March 23, 2011. The deadline for receipt of the bid was April 13, 2011. Two (2) vendors responded for Annual Bid 12-64; Annual Roadway Milling Services.

Issues

If Annual Bid 12-64; Annual Roadway Milling Services is not approved the Public Works Department would be unable to purchase Annual Roadway Milling Services for road projects.

Fiscal Recommendation

n/a

Fiscal Alternative(s)

n/a

Funding Sources

n/a

Account Code(s)

n/a

Attachment: 1264FR.pdf



Alachua County Department of Administrative Services Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

May 11, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners
From: Betty Baker, Administrative Services Director
Larry M. Sapp, CPPB, Purchasing Manager
SUBJECT: **Bid # 12-64; Annual Roadway Milling Services**

Deadline for Receipt of Bids:

2:00 pm, Wednesday, April 13, 2011

Advertisement Dates:

March 16, 2011 and March 23, 2011

Notifications sent to:

571 Vendors

Solicitations Requested by:

14 Vendors

Bid(s) Received From:

2 Vendors

Firms:

Oldcastle Southern Group, Inc. d/b/a, APAC – Southeast, Inc.
Jacksonville, FL

D.A.B. Constructors, Inc.
Inglis, FL

Administrative Recommendation:

The recommendation of the Public Works Department is to approve the award of Bid #12-64; Annual Roadway Milling Services, to Oldcastle Southern Group, Inc. d/b/a, APAC – Southeast, Inc., and D.A.B. Constructors, Inc., as the lowest responsive and responsible bidders meeting specifications and authorize staff to negotiate a contract.

APPROVED THIS 14th DAY OF June, 2011.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: [Signature]

Chairperson

ATTEST:

[Signature]
Clerk

LMS:mm

June 14, 2011 Regular BoCC Meeting
Agenda Item #38

Title

Annual Ready Mix Cement: Annual Bid 12-2 (Amended)

Amount

\$86,000.00 Annual Budget Estimate

Description

Request Approval of the Finance Report and award Annual Bid 12-2; Annual Ready Mix Cement.

Recommendation

Approve the award of Annual Bid 12-2; Annual Ready Mix Cement to A Materials Group and Florida Rock Industries, Inc., as the lowest responsive and responsible bidders meeting specifications and authorize the Purchasing Manager to sign the purchase orders.

Alternative(s)

That the Board reject the award of Annual Bid 12-2; Annual Ready Mix Cement.

Requested By

Rick Hedrick/Larry M. Sapp

Originating Department

Public Works/Purchasing

Attachment(s) Description

Finance Report

Documents Requiring Action

Finance Report

Executive Summary

That the Board approve the award of Annual Bid 12-2; Annual Ready Mix Cement to A Materials Group and Florida Rock Industries, Inc., as the lowest responsive and responsible bidders meeting specifications.

Background

Bid 12-2; Annual Ready Mix Cement was advertised on March 16, 2011 and March 23, 2011. The deadline for receipt of the bid was April 13, 2011. Three (3) vendors responded for Annual Bid 12-2; Annual Ready Mix Cement.

Issues

If Annual Bid 12-2; Annual Ready Mix Cement is not approved the Public Works Department would be unable to purchase Ready Mix Cement for road projects.

Fiscal Recommendation

Sufficient funds exist to cover the purchase orders

Fiscal Alternative(s)

\$0.00

Funding Sources

Gas Tax Uses, 5 Cent Local Option Gas Tax, Gas Tax Revenue Bnd, 2008

Account Code(s)

149-7900-541.46-50, 350-7915-541.63-00, 351-7910-541.63-00

Attachment: 122FR.pdf



Alachua County Department of Administrative Services Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

May 11, 2011

MEMORANDUM

To Alachua County Board of County Commissioners

From: Betty Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

Subject: Bid # 12-2; Annual Ready Mix Cement

Deadline for Receipt of Bids:

2:00 PM, Wednesday, April 13, 2011

Advertisement Dates:

March 16, 2011 and March 23, 2011

Notifications sent to:

322 Vendors

Solicitations Requested by:

4 Vendors

Bid(s) Received From:

3 Vendors

Firms:

A Materials Group
Lake City, FL

Cemex
Gainesville, FL

Florida Rock Industries, Inc.
Gainesville, FL

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the award of Annual Bid #12-2; Annual Ready Mix Cement to A Materials Group and Florida Rock Industries, Inc., as the lowest responsive and responsible bidders meeting specifications and authorize the Purchasing Manager to sign the purchase orders.

APPROVED THIS 14th DAY OF June, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Chairperson

ATTEST:

Clerk

LS/mm



June 14, 2011 Regular BoCC Meeting
Agenda Item #39

Title

Ring Power Corp-St Augustine: Finance Report and Purchase Order 111291 (Amended)

Amount

\$101,607.00

Description

Request approval of the Finance Report and Purchase Order 111291 issued to Ring Power Corp-St Augustine for the purchase of a 2011 Caterpillar D4KXL.

Recommendation

Approve the Finance Report and Purchase Order 111291, issued to Ring Power Corp-St Augustine.

Alternative(s)

That the Board reject the Finance Report and the issuance of Purchase Order 111291.

Requested By

Richard Hedrick/Larry M. Sapp

Originating Department

Public Works/Purchasing

Attachment(s) Description

Finance Report and Purchase Order

Documents Requiring Action

Finance Report and Purchase Order

Executive Summary

That the Board approve the Finance Report and Purchase Order 111291, in the amount of \$101,607.00 to Ring Power Corp-St Augustine, for the purchase of one (1) 2011 Caterpillar D4K XL (70 HP Bulldozer Canopy Tractor) and authorize the Chair's signature. Prices, terms and conditions are per the Sheriff's Offices & Local Governmental Agencies of the State of Florida: #10-18-0907.

Background

That the Board approve the Finance Report and Purchase Order 111291, in the amount of \$101,607.00 to Ring Power Corp-St Augustine, for the purchase of one (1) 2011 Caterpillar D4K XL (70 HP Bulldozer Canopy Tractor) and authorize the Chair's signature. Prices, terms and conditions are per the Sheriff's Offices & Local Governmental Agencies of the State of Florida: #10-18-0907.

Issues

By not replacing this tractor, the maintenance and repair costs will increase and Public Works Operations will be impacted due to excessive downtime of the excavator.

Fiscal Recommendation

Sufficient funds exist to cover the purchase order.

Fiscal Alternative(s)

n/a

Funding Sources

Vehicle Replacement -- GAS TAX

Account Code(s)

508-0460-513.64-20

Attachment: 111291PO.pdf

Attachment: 111291FR.pdf



Alachua County Department of Administrative Services Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

May 18, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners
From: Betty M. Baker, Administrative Services Director
Larry M. Sapp, C.P.P.B. Purchasing Manager
Subject: Finance Report

Approve the issuance of Purchase Order #111291 to Ring Power Corp-St Augustine, in the amount of \$101,607.00, for the purchase of one (1) 2011 Caterpillar D4K XL (70 HP Bulldozer Canopy Tractor). Prices, terms and conditions are per the Sheriff's Offices & Local Governmental Agencies of the State of Florida: Bid #10-18-0907.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the issuance of Purchase Order #111291 to Ring Power Corp- St Augustine, in the amount of \$101,607.00, and authorize the Chairperson to sign the purchase order.

APPROVED THIS 14th DAY OF June, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
Chairperson

ATTEST [Signature]
Clerk

LS:mn





PURCHASE ORDER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 111291

ORDER DATE : 5/17/2011
REQ. NUMBER : 0000056204
BID NUMBER :
BUYER : DR KIGHT, CPM,
ACCOUNT NO. : 50804605136420
VENDOR NO. : 1001218

V E N D O R	VENDOR I.D. #	S H I P T O
	RING POWER CORP -ST AUGUSTINE	
	500 WORLD COMMERCE PKWY	
	ST AUGUSTINE FL 32092	
ALACHUA COUNTY PUBLIC WORKS DEPARTMENT 5620 NW 120TH LANE GAINESVILLE FL 32653		

ITEM	REQ'D/BO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1		2011 CATERPILLAR D4K XL (70 HP BULLDOZER CANOPY TRACTOR) SPECIFICATION:#71 DELIVERY 08.04.11 REPLACEMENT VEHICLE: RD141 PW OPERATIONS REMARKS: DEPT CONTACT: Ray Griffin/Jo Graham @ P: 386-462-1975 VENDOR SHALL SUBMIT INVOICE TO THE FOLLOWING ADDRESS: ALACHUA COUNTY PUBLIC WORKS ATTN: FLEET MANAGEMENT PO BOX 1188 GAINESVILLE, FL 32602 PHONE: 386-462-1975 FAX: 386-418-0331 * * * * * NO DELIVERY ON FRIDAYS * * * * * >> NOTE: REQUIRED VEHICLE/EQUIPMENT INFORMATION << ***** * All vehicle and equipment must be delivered to: * Alachua County Public Works Compound, Hague, FL* * ATTN: Fleet Management, Jo Graham *	1.00	EA	101607.0000	101607.00
					TOTAL	101607.00

BILLING INSTRUCTIONS TO VENDOR:

- ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
- THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
- MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
- FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

June 14, 2011 Regular BoCC Meeting
Agenda Item #40

Title

Highland Tractor Co.: Finance Report and Purchase Order 111313. (Amended)

Amount

\$78,908.80

Description

Request approval of the Finance Report and Purchase Order 111313 issued to Highland Tractor Co., for the purchase of a John Deere 310J (4x4) Loader Backhoe with Canopy, Standard Stick, Upgrade to 92 HP).

Recommendation

Approve the Finance Report and Purchase Order 111313, issued to Highland Tractor Co. for the purchase of a John Deere Loader Backhoe.

Alternative(s)

That the Board reject the Finance Report and the issuance of Purchase Order 111313.

Requested By

Richard Hedrick/Larry M. Sapp

Originating Department

Public Works/Purchasing

Attachment(s) Description

Finance Report and Purchase Order

Documents Requiring Action

Finance Report and Purchase Order

Executive Summary

That the Board approve the Finance Report and Purchase Order 111313, in the amount of \$78,908.80 to Highland Tractor Co., for the purchase of a John Deere 310J (4X4 Loader Backhoe with Canopy, Standard Stick, Upgrade to 92 HP) and authorize the Chair's signature. Prices, terms and conditions are per the Sheriff's Offices & Local Governmental Agencies of the State of Florida: #10-18-0907.

Background

Purchase Order 111313 is to replace vehicle #RD615 that has exceeded its life expectancy and was approved for replacement during the FY10/11 budget process. This Loader has reached its life expectancy in terms of years and miles and is due for replacement.

Issues

By not replacing this loader, the maintenance and repair costs will increase and Public Safety Operations will be impacted due to excessive downtime.

Fiscal Recommendation

Sufficient funds exist to cover the purchase order.

Fiscal Alternative(s)

n/a

Funding Sources

Vehicle Replacement- Gas Tax

Account Code(s)

508-0460-513.64-20

Attachment: 111313FR.pdf

Attachment: 111313PO.pdf



Alachua County Department of Administrative Services Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

May 5, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: Finance Report

Approve the issuance of the Purchase Order #111313 to Highland Tractor Company, in the amount of \$78,908.80, for the purchase of one (1) 2011 John Deere 310J (4X4 Loader Backhoe with Canopy, Standard Stick, Upgrade to 92 HP) and authorize the Chair's signature. Prices, terms and conditions are per the Sheriff's Offices & Local Governmental Agencies of the State of Florida: #10-18-0907.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the issuance of the Purchase Order #111313 to Highland Tractor Company, in the amount of \$78,908.80 and authorize the Chairperson to sign the contract.

APPROVED THIS 14th DAY OF June, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: [Signature]

Chairperson

ATTEST: [Signature]

Clerk

LS:m





PURCHASE ORDER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 111313

ORDER DATE : 5/24/2011
REQ. NUMBER : 0000056211
BID NUMBER :
BUYER : DR KIGHT, CPM, C
ACCOUNT NO. : 50804605136420
VENDOR NO. : 3894000

V E N D O R	VENDOR I.D. #	☐	S H I P T O	ALACHUA COUNTY PUBLIC WORKS DEPARTMENT 5620 NW 120TH LANE GAINESVILLE FL 32653
	HIGHLAND TRACTOR CO PO BOX 1810 OCALA FL 34478-1810			

ITEM	REQ'D BY	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1		2011 JOHN DEERE 310J (4X4 LOADER BACKHOE W/CANOPY, STANDARD STICK, UPGRADE TO 92 HP) SPECIFICATION: #66 DELIVER BY: 8.3.11 COLOR: STANDARD FACTORY VEHICLE REPLACEMENT: PW RD615 REMARKS: DEPT CONTACT: Ray Griffin/Jo Graham @ P: 386-462-1975 VENDOR SHALL SUBMIT INVOICE TO THE FOLLOWING ADDRESS: ALACHUA COUNTY PUBLIC WORKS ATTN: FLEET MANAGEMENT PO BOX 1188 GAINESVILLE, FL 32602 PHONE: 386-462-1975 FAX: 386-418-0331 ***** NO DELIVERY ON FRIDAYS ***** >> NOTE: REQUIRED VEHICLE/EQUIPMENT INFORMATION << *****	1.00	EA	78908.8000	78908.80
TOTAL						78908.80

BILLING INSTRUCTIONS TO VENDOR:

- ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
- THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
- MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
- FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

June 14, 2011 Regular BoCC Meeting
Agenda Item #41

Title

Contract for Tourist Development Web Site Redesign and Marketing (Amended)

Amount

\$79500.00

Description

Contract between Alachua County and MMG Worldwide for the redesign of the Tourist Development Homepage, www.visitgainesville.com , creation of a mobile version of the site and the marketing of the redesigned site.

Recommendation

Approve the agreement between Alachua County and MMG Worldwide for the redesign of the Tourist Development Homepage and authorize the Chair to sign.

Alternative(s)

Do not approve the agreement

Requested By

John Pricher

Originating Department

Tourist Development

Attachment(s) Description

Agreement between Alachua County and MMG Worldwide

Documents Requiring Action

Agreement between Alachua County and MMG Worldwide

Executive Summary

An agreement has been reached between Alachua County Tourist Development and MMG Worldwide for the redesign of visitgainesville.com, the creation of a mobile version of the site and the specialized marketing of a tourism site. MMG Worldwide has a long list of clients in the tourism/hospitality industry. MMG Worldwide currently serves as the social media agency for Colorado and created the website for Barbados.

Background

On January 11, 2011, the Board approved the final ranking of agencies, as set forth below, and authorized staff to negotiate agreements with the top ranked firms until agreements are reached. 1. MMG Worldwide 2. Miles Media Group 3. TIG Global RFP #10-435; Alachua County Tourist Development Website Re-Design and Hosting Services was advertised on August 25, 2010 and September 1, 2010. The deadline for receipt of RFP was September 29, 2010. Eleven (11) vendors responded for RFP #10-435; Alachua County Tourist Development Website Re-Design and Hosting Services. Since Spring of 2008, the Visitors and Convention Bureau (VCB) has worked to keep up with the ever-changing online field in terms of functionality and content. Through the work of the Information and Telecommunications Services Department (ITS) and outside contractors, the VisitGainesville.com site has evolved. Issuing a RFP for a web re-design and hosting services was the logical next step in that evolution process to keep pace with other destinations and to retain and grow market share. The need to create a site where

visitors and residents alike can access information and provide feedback as to the merits of Gainesville area as a destination is vital to the ongoing successful marketing of the area to encourage visitation and spending by visitors. Hiring a company whose primary focus is on the promotion of Tourism will ensure that the VisitGainesville.com site is created using the knowledge these firms have as to visitor, buyer and travel patterns. It is important as the inventory of tourism sites grows (Nations Park, Easton Archery, New Fairgrounds) the ability to promote these sites receives the expanded web attention they deserve.

Issues

Secured server uptime and access to site. Marketing expertise by firm in conjunction with technical expertise

Fiscal Recommendation

Funds available in Tourist Development budget

Fiscal Alternative(s)

none

Funding Sources

Tourist Development Tax

Account Code(s)

150-4510-552-31-93

Attachment: MMG Worldwide Final.pdf

AGREEMENT BETWEEN ALACHUA COUNTY AND MMG WORLDWIDE, INC.

This Agreement is entered into this 20 day of MAY, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and MMG Worldwide Inc, doing business at 4601 Madison Avenue, Kansas City, MO 64112 hereinafter referred to as "Professional".

WITNESSETH

Whereas, the County desires to employ the Professional to provide services for Web and Mobile Design, Development and Internet Marketing; and

Whereas, the Professional is qualified to provide these services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This Agreement is effective on the date of February 1, 2011 and continues until September 30, 2011. Unless earlier terminated as provide herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:

2.1. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

2.2. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

2.3. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.

2.4. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional**. The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Attachment "A"**

4. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Professional providing compensation for services and all requested information pertaining to the project. The County shall have final approval for all aspects of the project. The County shall make available to the Professional all necessary files, images, videos and staff to complete the project.

5. **Method of Payment**. For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

5.1. The Professional shall be paid for those services required by this Agreement not to exceed the sum of **\$79,500.00 (Seventy Nine Thousand Five Hundred Dollars)** allocated in the following manner as outlined in Attachment "A".

5.2. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

John Pricher
Tourist Development
30 East University Ave
Gainesville, Florida, 32601
jop@visitgainesville.com

5.3. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable

satisfaction.

5.4. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

MMG Worldwide, Inc.
4601 Madison Ave
Kansas City, MO 64112
ATTN: Accounts Receivable

5.5. Reimbursable expenses, if approved in writing in advance, will be paid by the County to the Professional for the following services or costs outlined below. The Professional will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation.

5.5.1 Expenses for travel when traveling in connection with provision of services under this agreement in accordance with the provisions of §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.

6. Personnel

6.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME

Jessica Alvarez

Lucas Cobb

FUNCTION

Project Manager

Director of Project Management

6.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Tourist Development Director may authorize changes to this list in writing.

7. **Notice**. Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County: Roland Loog
Director
Tourist Development
30 East University Ave
Gainesville, FL 32601

Professional:
MMG Worldwide, Inc
4601 Madison Ave
Kansas City, MO 64112
ATTN: Jeff Huggins

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Office of Management and Budget
105 Se 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

8. Default and Termination.

8.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The County Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

8.2. The County may also terminate the Agreement without cause by providing 30 days written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will discontinue all services affected within 30 days of notice (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination plus any commitments to third party vendors on behalf of the County, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any

anticipated fees or profit on portions of the work not performed.

8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination plus any commitments to third party vendors on behalf of the County.

9. Project Records.

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is

groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

10. Ownership of Deliverables. All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

11. Insurance. The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "B"**.

12. Permits. The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

14. Indemnification

14.1. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its 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 Professional's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Professional.

14.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

15. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
16. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement
17. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
18. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
19. **Conflict of Interest.** The Professional warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
20. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
21. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
22. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
23. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
24. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

25. **Attachments** . All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
26. **Amendments** . The parties may amend this Agreement only by mutual written agreement of the parties.
27. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
28. **Counterparts**. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
29. **Construction**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
30. **Entire Agreement**. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the use and purposes therein expressed on the day and year first above-written

ALACHUA COUNTY, FLORIDA

By: [Signature]
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST

[Signature]
J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

MMG Worldwide, Inc.

By: [Signature]
Print: JEFF HUBBINS
Title: VP, INTERACTIVE

ATTEST (By Corporate Officer)

By: [Signature]
Print: Sheryl Campbell
Title: Asst Secretary

ATTACHMENT A: Scope Of Services Proposal and Addendum

Professional will provide services for the design and development of a new website for County. The website to be developed is to replace the site located at www.visitganisville.com. Cost of services related to the new site are:

Discovery Phase:

\$6,000.00

Definition and analysis of the website and definition of cost estimate, timeline, and dependencies of the scope. Analysis of design guidelines, business rules, functional requirements, required interfaces, design concepts and approval.

Design & Development:

\$38,000.00

Design and construction of the website entails application/site architecture, database architecture, software architecture, visual design, SEO/ROI planning, visual design integration, SEO/ROI integration, database development, and software development.

Testing & Stabilization:

\$7,000.00

Client review, integration, testing, deployment, process verification, user education, quality assurance, and search compatibility.

Launch:

\$2,500.00

Transitioning and migration deployment, production and post deployment review.

Organic Site Optimization:

\$6,000.00

Optimize site structure to maximize internal link popularity, ensure the pages are coded in a search engine friendly format, provide per page optimization elements, and run before/after online positioning reports to check rankings on Google/Yahoo. Generate content for SEO using copywriters and integrate SEO strategies with other marketing objectives and strategies to ensure the website is an extension of the marketer's overall brand and product

Web Analytics and Marketing Reporting

Digital Dashboard Reporting

& Web Analytics

w/Sign On

\$4,000.00

Set up the Dashboard with custom built reports to track and measure success across all platforms for offline and online media, website analytics, mobile, social, and email marketing. Also provides the ability to download reports on demand and includes Google Analytics account access.

Mobile Web

Setup:

\$6,500.00

Define, develop and deploy optimized web content for mobile browsers

- Engage users through brand-appropriate design & functionality that is tailored to the mobile environment
- Establish a clean and simple navigation architecture with key content driven, by user engagement
- Cater to Alachua County Tourism members with opportunities for promotional support

Social Media

Develop Social Media Channels:

\$6,500.00

Facebook, Twitter, Flickr, YouTube, Foursquare

Provide social media solutions by creating a strategic social media presence. Design, develop and implement a social network profile and channels to create brand awareness, drive website visitation, increase consumer engagement, increase search engine rankings, highlight and differentiate your destination.

Travel

\$3,000.00

Costs for travel to Alachua County for training and research

\$79,500.00

Timeline for the Project acceptable to County to be provided within 15 business days of signature of Agreement by the Parties

TYPE "A" INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Professional or Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Professional or Consultant, his agents, representatives, employees or subcontractors or sub-consultants.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages

- 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Professional or Consultant; products and completed operations of the Professional or Consultant; or automobiles owned, leased, hired or borrowed by the Professional or Consultant.
 - 2 The Professional or Consultant's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee's or volunteers shall be excess of Professional or Consultant's insurance and shall be non-contributory.
- C Workers' Compensation and Employers' Liability Coverages
- 1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Professional or Consultant for the County
- D All Coverages
- 1 The Professional or Consultant shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBPROFESSIONAL OR CONSULTANTS

Professional or Consultants shall include all subcontractors as insured under its policies. All contractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

June 14, 2011 Regular BoCC Meeting
Agenda Item #42

Title

Hall-Mark Fire Apparatus, Inc.: Finance Report and Purchase Order 111290. (Amended)

Amount

\$302,456.00

Description

Request approval of the Finance Report and Purchase Order 111290 issued to Hall-Mark Fire Apparatus, Inc., for the purchase of a 2011 Level I Custom Pumper.

Recommendation

Approve the Finance Report and Purchase Order 111290, issued to Hall-Mark Fire Apparatus, Inc. for the purchase of a 2011 Level I Custom Pumper.

Alternative(s)

That the Board approve the Finance Report and Purchase Order 111290, issued to Hall-Mark Fire Apparatus, Inc.

Requested By

Richard Hedrick/Larry M. Sapp

Originating Department

Public Works/Purchasing

Attachment(s) Description

Finance Report and Purchase Order

Documents Requiring Action

Finance Report and Purchase Order

Executive Summary

That the Board approve the Finance Report and Purchase Order 111290, in the amount of \$302,456.00 to Hall-Mark Fire Apparatus, Inc., for the purchase of a 2011 Level I Custom Pumper (E-one Custom Built rescue pumper built on a typhoon 4-door chassis) and authorize the Chair's signature. Prices, terms and conditions are per the Sheriff's Offices & Local Governmental Agencies of the State of Florida: #10-09-0907.

Background

Purchase Order 111290 is to replace vehicle #3412 that has exceeded its life expectancy and was approved for replacement during the FY10/11 budget process. This pumper has reached its life expectancy in terms of years and miles and is due for replacement.

Issues

By not replacing this pumper, the maintenance and repair costs will increase and Public Safety Operations will be impacted due to excessive downtime.

Fiscal Recommendation

Sufficient funds exist to cover the purchase order.

Fiscal Alternative(s)

n/a

Funding Sources

Vehicle Replacement

Account Code(s)

506-0460-513.64-20

Attachment: 111290FR.pdf

Attachment: 111290PO.pdf



Alachua County Department of Administrative Services Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

May 18, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: Finance Report

Approve the issuance of Purchase Order #111290 to Hall-Mark Fire Apparatus, Inc., in the amount of \$302,456.00, for the purchase of a 2011 Level I Custom Pumper (E-One custom built rescue pumpers built on a typhoon 4-door chassis), and authorize the Chair's signature. Prices, terms and conditions are per the Sheriff's Offices & Local Governmental Agencies of the State of Florida: #10-09-0907.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the issuance of Purchase Order #111290 to Hall-Mark Fire Apparatus, Inc. in the amount of \$302,456.00, and authorize the Chairperson to sign the purchase order.

APPROVED THIS 14th DAY OF June, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____

Chairperson

ATTEST: _____

Clerk

LS:mm





PURCHASE ORDER

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 111290

ORDER DATE : 5/17/2011
REQ. NUMBER : 0000056202
BID NUMBER :
BUYER : DR KIGHT, CPM, CP
ACCOUNT NO. : 50604605136420
VENDOR NO. : 1379

V E N D O R	VENDOR I.D. #	S H I P T O
	HALL-MARK FIRE APPARATUS INC 3431 NW 27TH AVE OCALA FL 34475	
	ALACHUA COUNTY PUBLIC WORKS DEPARTMENT 5620 NW 120TH LANE GAINESVILLE FL 32653	

ITEM	REQUISITION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1		2011 LEVEL I CUSTOM PUMPER (E-ONE CUSTOM BUILT RESCUE PUMPER BUILT ON A TYPHOON 4-DOOR CHASSIS) SPECIFICATIONS: #14 DELIVER BY: 01/30/12 VEHICLE REPLACEMENTS: 3412 COLOR: RED REMARKS: DEPT CONTACT: Ray Griffin/Jo Graham @ P: 386-462-1975 VENDOR SHALL SUBMIT INVOICE TO THE FOLLOWING ADDRESS: ALACHUA COUNTY PUBLIC WORKS ATTN: FLEET MANAGEMENT PO BOX 1188 GAINESVILLE, FL 32602 PHONE: 386-462-1975 FAX: 386-418-0331 * * * * * NO DELIVERY ON FRIDAYS * * * * * >> NOTE: REQUIRED VEHICLE/EQUIPMENT INFORMATION << *****	1.00	EA	302456.0000	302456.00
					TOTAL	302456.00

BILLING INSTRUCTIONS TO VENDOR:

- ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
- PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
- MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
- FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

[Handwritten Signature]

AUTHORIZED SIGNATURE

June 14, 2011 Regular BoCC Meeting
Agenda Item #43

Title

FY2011/12 Emergency Management Preparedness and Assistance Grant Agreement (Amended)

Amount

\$105,806.00

Description

Request approval of the FY11/12 State-Funded Emergency Management Preparedness and Assistance Grant Agreement, adoption of the resolution and budget amendment, and authorization for interfund loan

Recommendation

Approve the FY11/12 State-Funded Subgrant Emergency Management Preparedness and Assistance Grant Agreement (4 copies), Adopt the Resolution Amending the FY11/12 Adopted Budget, Adopt the Budget Amendment, and authorize an interfund loan in the amount not to exceed \$75,000.00

Alternative(s)

Do not approve the grant award and related documents and direct staff

Requested By

David Donnelly (352) 264-6510

Originating Department

Public Safety

Attachment(s) Description

Emergency Management Preparedness and Assistance Grant Agreement (4 copies), Resolution and Budget Amendment

Documents Requiring Action

Emergency Management Preparedness and Assistance Grant Agreement (4 copies), Resolution, and Budget Amendment

Executive Summary

The Florida Department of Community Affairs (DCA) has forwarded the FY2011-2012 State funded Emergency Management Preparedness and Assistance (EMPA) Agreement to Alachua County. This is a cost reimbursement agreement designed to enhance the local emergency management program. The 2011 Florida legislature approved an allocation of \$105,806.00 to Alachua County. The amount of the grant award is \$105,806, for a twelve (12) month period, beginning July 1, 2011 and ending June 30, 2012.

Background

The Emergency Management Section has two primary annual non-County funding sources. They are the Emergency Management Preparedness and Assistance (EMPA) and a Federal grant program entitled the Emergency Management Performance Grant (EMPG). The FY 11/12 EMPA grant award distribution to Alachua County is \$105,806.00. The Emergency Management Section has been a recipient of both the State and Federal grants since the programs were created. All grant funds are used to maintain and enhance the Emergency Management program.

Issues

Funds received from the EMPA Grant may not be used to supplant existing funds. The EMPA grant is a reimbursement grant and will require an interfund loan for cash flow purposes in an amount not to exceed \$75,000.00. This grant award was anticipated and budgeted in the County's FY10/11 Adopted Budget. The adopted budget was in the amount of \$25,602 for a three (3) month period from July to September 2011. The adopted budget must be increased to match the grant award of \$105,806.

Fiscal Recommendation

Receipt of \$105,806 in grant revenue

Fiscal Alternative(s)

Loss of \$105,806 in grant revenue

Funding Sources

State of Florida, Division of Emergency Management

Account Code(s)

199-5430-various

Attachment: Budget Amendment EMPA 06142011.pdf

Attachment: EMPA Grant Resolution 06142011.pdf

Attachment: EMPAG Grant Final.pdf

RESOLUTION 11- 62

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING THE FY 2010-2011 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT FUND TO PROVIDE FOR RECEIPT AND EXPENDITURE OF GRANT AWARD FUNDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Alachua County Board of County has received an Emergency Management Preparedness and Assistance Grant award (EMPA) annually since the grant program was established; and,

WHEREAS, the FY11/12 Emergency Management Preparedness and Assistance Grant (EMPA) award from the Florida Department of Community Affairs (DCA) for \$105,806.00; and,

WHEREAS, it is necessary to adjust the FY10/11 Emergency Management Preparedness and Assistance Grant Fund budget to account for and administer additional grant revenue;

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

1. That the fiscal year 2010-2011 budget for the Emergency Management Preparedness and Assistance Grant Fund is hereby adjusted as reflected in the copy of the budget amendment attached hereto as Exhibit "A".

2. 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.

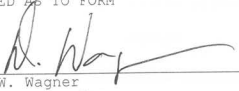
DULY ADOPTED in regular session, this 14th day of June, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

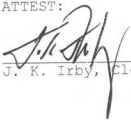
By: 

Lee Pinkoson, Chair

APPROVED AS TO FORM


David W. Wagner
Alachua County Attorney

ATTEST:


J. K. Irby, Clerk

(SEAL)

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS BUDGET AMENDMENT

FOR OMB U	NLY
OMB REFERENCE #	B<11-170
GROUP NUMBER	4986
PERIOD/DATE	09/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	State Grant / Public Safety	199-5430-334.20-00	80,204	
2	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Regular Salaries	199-5430-525.12-00		32,610
3	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Specialty Pay - Cell Phone Allowance	199-5430-525.15-10		150
4	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Specialty Pay - Cell Phone Equipment	199-5430-525.15-15		100
5	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	FICA	199-5430-525.21-00		2,495
6	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Retirement	199-5430-525.22-00		1,601
7	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Health Insurance	199-5430-525.23-10		5,608
8	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Life & Health - Dental	199-5430-525.23-15		40
9	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Life & Health - Life Insurance	199-5430-525.23-20		14
10	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Travel and Per Diem - Out of County	199-5430-525.40-12		3,675
11	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Communications - Local, Long Distance, & Other	199-5430-525.41-30		7,831
12	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Communications - Mobile Telephone	199-5430-525.41-50		1,000
13	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Transportation - Postage	199-5430-525.41-62		300
14	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Utility - Other	199-5430-525.43-99		500
15	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Rental & Leases - Leased Equipment	199-5430-525.44-22		2,000
16	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Rental & Leases - Copier Rental	199-5430-525.44-23		3,500
17	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Repairs & Maintenance - Equipment	199-5430-525.46-30		2,000
18	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Printing & Binding - Printing	199-5430-525.47-10		1,000
19	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Other Current Charges - Registrations	199-5430-525.49-20		1,000
20	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Office Materials & Supplies - Office Supplies	199-5430-525.51-10		6,000
21	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Operating Supplies - Tools & Equip > \$100	199-5430-525.52-02		7,719
22	DCA Emerg Mgmt Base FY 11/12	Fire / EMS	Capital Outlay - Furniture & Equipment	199-5430-525.64-30		1,061

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS

80,204	80,204
COMBINED TOTAL	160,408

PERFORMANCE RESULTS:

To realign grant fund to match FY 11/12 EMPA grant award. Total EMPA grant award for July 1, 2011 through June 30, 2012 is \$405,800.

Contract #: 12-BG--03-11-01-001; CFSA #: 52.008.

05/24/11

PREPARED BY

Valinski

ANALYST

CLERK OF CIRCUIT COURT
FINANCE & ACCOUNTING

RECEIVED

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR, OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

RECEIVED
ALACHUA COUNTY EMS
MAY 24 P 3:25

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Alachua County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
 - B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
 - C. The Division has statutory authority to disburse the funds under this Agreement.
- THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Scope of Work and Budget, Attachment A, A-1 and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment C.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2011 and shall end June 30, 2012, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

- 1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
- 3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and Budget - Attachment A, A-1 and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <http://apps.fldfs.com/fsaa>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Division of Emergency Management
Policy and Financial Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

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

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and A-1 to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Jenene Helms
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-413-9920
Fax: 850-488-7842
Email: jenene.helms@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

David A. Donnelly
Emergency Operations Center
1100 SE 27th Street
Gainesville, FL 32641
Telephone: 352-264-6500
Fax: 352-264-6565
Email: dad@alachuacounty.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A and A-1 - Scope of Work
Attachment B - Budget
Attachment C - Program Statutes, Regulations and Program Requirements
Attachment D - Reports
Attachment E - Justification of Advance
Attachment F - Warranties and Representations
Attachment G - Certification Regarding Debarment
Attachment H - Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$105,806**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

An advance payment of \$_____ is requested

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Scope of Work and Budget, Attachment A, A-1 and B of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

The amount of funds available pursuant to this rule chapter (Rule 9G-19.011, Florida Administrative Code) may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds.

Any requests received after **July 31, 2012**, may, in the discretion of the Division, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission or by e-mail.

Changes to the amount of funding to be provided may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification. Should the Recipient determine it does not wish to accept the award of additional funds, the Recipient shall provide notice to the Division contact within thirty (30) days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon execution of the modification and receipt of a budget form which details the proposed expenditure of the additional funds. The budget form will be provided by the Division when the offer of additional funds is made.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 9G-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public

works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 9G-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

All payments relating to the Agreement shall be mailed to the following address:

Clerk, JK "Buddy" Irby
Finance and Accounting
PO Box 939
Gainesville, FL 32602
ATTN: Accounts Receivable

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a

public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts 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 Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists.

The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

ALACHUA COUNTY

By: _____

Name and title: Lee Pinkoson, Chair ACBOCC

Date: _____

FID# 59-6000501


J. K. IRBY, CLERK

APPROVED AS TO FORM


ALACHUA COUNTY ATTORNEY

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan Koon, Director, Division of Emergency Management

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Awarding Agency: Division of Emergency Management

Catalog of State Financial Assistance Title: Emergency Management Programs

Catalog of State Financial Assistance Number: 52.008

State Financial Assistance: \$105,806

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 9G-19, Florida Administrative Code.

Eligible activities for these funds are salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.

Eligible recipients for these funds are the 67 Florida counties.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A and A-1

Scope of Work

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

In order to receive base grant funding, the Recipient must certify that it will use the award to enhance its Emergency Management Program.

As a condition of receiving funding pursuant to this Agreement, the Recipient shall complete the work items approved by the Division and attached hereto as Attachment A-1. Subsequent revisions during the term of this Agreement shall be a written modification in accordance with Paragraph (4) of this Agreement.

Alachua County

Emergency Management Preparedness and Assistance Grant (EMPA)

2011 - 2012 Scope of Work

Item #	Deliverables	Mid Year Review		End of Year Review	
		In Work		In Work	
		Complete		Complete	
		Due Date Missed		Due Date Missed	
1	<u>COORDINATION AND COLLABORATION</u> - Utilizing one or more of the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs A) No later than 30 days after each event/conference/workshop/meeting, counties are to provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2011 – June 30, 2012), for those who attend. -Quarterly Regional Coordination Meetings -Current Issues in Emergency Management (CIEM) -Florida Governor's Hurricane Conference or National Hurricane Conference -Florida Emergency Preparedness Association Annual Meeting -Florida Emergency Preparedness Association Mid Year Work Session -Local Mitigation Strategy (LMS) Workshops -Professional Development Conferences & Training B) The County will update and submit changes to the County Contact Form, to include County Officials annually or as changes occur. This form will be available at a password protected website. For the page link, usernames and passwords, contact your Regional Coordinator. C) The County will hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season. D) The County will hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.				
Deliverable Status Comments:					

2	TRAINING AND EXERCISE. To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2011 – June 30, 2012). A) Submit training courses conducted in counties that are not coordinated through the Training & Exercise Unit to EDEM.STO@gmail.com for submission onto the Training and Events Calendar for information purposes only. This allows for regional collaboration and coordination and the Training and Exercise Unit to establish needs assessments. B) Participate in the annual Statewide Hurricane Exercise in which the submission of one (1) Incident Action Plan (IAP) or one (1) Situation Report (SITREP) and a roster of participants and participation in at least one (1) conference call is required. C) Counties will submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises D) The county shall conduct at least one (1) Continuity of Operations Plan (COOP) or Continuity of Government (COG) exercise every three (3) years (an actual incident may be substituted). If counties have conducted one (1) of these exercises in the past two (2) years, indicate "not applicable". This exercise may be a seminar, tabletop, functional or full-scale and may be conducted as part of the Statewide Hurricane Exercise	In Work Complete Due Date Missed	In Work Complete Due Date Missed
Deliverable Status Comments:			

3	GEOGRAPHICAL INFORMATION - Mapping and Spatial data shall be developed, maintained, and updated in cooperation between counties and the Florida Division of Emergency Management (FDEM). Current datasets will be provided by FDEM to counties through the appropriate Regional Coordinator. Updates and corrections will be provided to the FDEM GeoSpatial Information Systems (GIS) section on or before May 15, 2012. This shall include: A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be reviewed and updated as needed B) County Shelter data utilized by the State ESF 6 shall be reviewed and updated. C) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager. Attribute information for spatial data requested shall include: facility name, facility type, physical address, and USNG coordinates or Latitude/Longitude in decimal degrees (only one or the other is needed). NOTES • Items listed above can be submitted to esoc-gis@em.mylouisiana.com via the following channels - - Export from own GIS database (preferred) - EXCEL Spreadsheet • If counties have no changes in last submission of spatial data information, submit email to esoc-gis@em.mylouisiana.com stating "no change from last submission" • Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed and are provided as information to the counties.	In Work Complete Due Date Mixed	In Work Complete Due Date Mixed
Deliverable Status Comments:			

4	LOGISTICS: The county shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs, and develop local contracts for goods and services. If the counties have no change from the last submission, submit a "no change" statement. Items A - D shall be submitted via CD, FTP site or email to DEM_Logistics_Unit@dem.state.fl.us no later than June 1, 2012. A) Submit an updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan shall also include, but not limited to the following: -County Government Emergency Fuel Strategy -Utilization of private business and industry in meeting emergency resource needs -List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency B) Location, survey forms and attributes information for county logistical staging areas using a format provided in cooperation with FDEM Logistics Section. Logistical Site Survey Forms will be available on the Division's Website at: http://www.floridadisaster.org/grants/index.htm C) POINTS OF DISTRIBUTION: Location and attribute information for Points of Distribution (POD) sites and Comfort Stations using a format provided in cooperation with FDEM's Logistics Section. County POD Site Survey Profile forms and will be available on the Division's Website at: http://www.floridadisaster.org/grants/index.htm D) Emergency Worker Base Camps using a format provided in cooperation with FDEM Logistics Section. Logistical Site Survey Forms and will be available on the Division's Website at: http://www.floridadisaster.org/grants/index.htm	In Work Complete Due Date Mixed	In Work Complete Due Date Mixed
Deliverable Status Comments:			

5	SHELTER SURVEY AND RETROFIT PROGRAM – In accordance with Florida's statewide hurricane shelter space deficit elimination program, all counties shall submit Items A – F via CD, FTP site, or email at DEM_Infrastructure_Unit@em.myflorida.com no later than May 1, 2012. All information shall be verified and if counties have no changes in last submission, submit email to DEM_Infrastructure_Unit@em.myflorida.com stating "no change from last submission." A) Submit identified potential hurricane shelter retrofit projects or report that there are no new identified projects to FDEM, Infrastructure Unit. (This information is used to compile the Shelter Retrofit Report.) B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects to the FDEM Infrastructure Unit. C) Develop and submit to the FDEM Infrastructure Unit a strategy to ensure that by June 1, 2012, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements shall be provided. D) Develop and submit to the FDEM Infrastructure Section, a strategy to ensure that by June 1, 2012, there is adequate designated SpNS client space capacity to meet anticipated five-year demands as determined by the 2010 Statewide Emergency Shelter Plan (January 31, 2010). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.c. above. E) Update and submit to the FDEM Infrastructure Unit, hurricane shelter deficit reduction progress reports, which include "as-is", retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.) F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. The template to provide this information will be made available from FDEM.	<i>In Work</i>	<i>In Work</i>	
		<i>Complete</i>	<i>Complete</i>	
		<i>Due Date Missed</i>	<i>Due Date Missed</i>	
Deliverable Status Comments:				

6	LOCAL COMPREHENSIVE EMERGENCY MANAGEMENT PLAN - Update and/or maintain the County Comprehensive Emergency Management Plan (CEMP) in accordance with Rule 9G-6, Florida Administrative Code and consistent with the State of Florida CEMP. All counties have no updates since the last submission, submit email to DEN_Natural_Hazards_Planning@den.state.fl.us stating "no change from last submission" no later than June 1, 2012.	<i>In Work</i> Complete Due Date Missed	<i>In Work</i> Complete Due Date Missed	<i>In Work</i> Complete Due Date Missed	<i>In Work</i> Complete Due Date Missed	<i>In Work</i> Complete Due Date Missed	<i>In Work</i> Complete Due Date Missed	<i>In Work</i> Complete Due Date Missed	<i>In Work</i> Complete Due Date Missed
Deliverable Status Comments:									

Record of Review

Mid Year Review

County Emergency Management
Representative Signature

Date: _____

FDEM Division
Representative Signature

Date: _____

End of Year Review

County Emergency Management
Representative Signature

Date: _____

FDEM Division
Representative Signature

Date: _____

Attachment B
Budget

The anticipated expenditures for the Categories listed below are for the Emergency Management Preparedness and Assistance (EMPA) State portion of this subgrant only (Paragraph (17)(a), FUNDING/ CONSIDERATION)

<u>Category</u>	<u>Anticipated Expenditure Amount</u>
Salaries/Fringe Benefits	\$ 42,618.00
Other Personal Services	\$
Expenses	\$ 61,188.00
Operating Capital Outlay	\$ 2,000.00
Fixed Capital Outlay	\$
 Total State Funds	 \$ 105,806.00

(see section 17 – Funding/Consideration)

Attachment C
Program Statutes, Regulations and Program Requirements

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 9G-6, 9G-11, 9G-19 and 9G-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Recipient acknowledges the completed installation of a Hughes Network Systems, Inc., Personal Earth Station and related equipment (hereinafter "the Equipment").

The Recipient acknowledges and agrees to comply with applicable terms and conditions of: (1) the State of Florida Lease/Purchase Agreement, dated October 1994, executed between Hughes Network Systems, Inc. ("HNS"), and the Division, (a copy of which is available from the Division) regarding the procurement and use of the Equipment; and (2) the Services Agreement Between Hughes Network Systems, Inc., and the State of Florida, dated January 1995, (a copy of which is available from the Division) (hereinafter, collectively, "the HNS Agreements") regarding the operation of an interactive satellite communications service for the Division, the Recipient and other sites. In particular, the Recipient agrees:

- A. That any reports of problems with the Equipment or system, trouble reports, and any requests for repairs, service, maintenance or the like, shall be communicated directly and exclusively to the Division's State Watch Office (SWO) (850) 413-9910.
- B. That the Recipient will assist and comply with the instructions of the SWO and any technical service representative responding to the report or service request. Recipient's personnel shall cooperate with and assist service representatives, as required, for installation, trouble-shooting and fault isolation, with adequate staff.
- C. That the Recipient shall not change, modify, deinstall, relocate, remove or alter the Equipment, accessories, attachments and related items without the express written approval of the Division.
- D. That the Recipient shall provide access, subject to reasonable security restrictions, to the Equipment and related areas and locations of the Recipient's facilities and premises, and will arrange permitted access to areas of third-party facilities and premises for the purpose of inspecting the Equipment and performing work related to the Equipment. Service representatives and others performing said work shall comply with the Recipient's reasonable rules and regulations for access, provided the Division is promptly furnished with a copy after execution of this Agreement. The Recipient shall provide safe access to the Equipment and will maintain the environment where the Equipment is located in a safe and secure condition. The Recipient shall provide service representatives with access to electrical power, water and

other utilities, as well as telephone access to the Recipient's facility as required for efficient service.

- E. That the Recipient shall take reasonable steps to secure the Equipment and to protect the Equipment from damage, theft, loss and other hazards. This shall not obligate the Recipient to procure insurance. The Division agrees to procure and maintain all risks insurance coverage on the Equipment. The Recipient agrees to refrain from using or dealing with the Equipment in any manner which is inconsistent with the HNS Agreements, any policy of insurance referred to in the HNS Agreements, and any applicable laws, codes ordinances or regulations. The Recipient shall not allow the Equipment to be misused, abused, wasted, or allowed to deteriorate, except normal wear and tear resulting from its intended use. The Recipient shall immediately report any damage, loss, trouble, service interruption, accident or other problem related to the Equipment to the SWO, and shall comply with reasonable instructions issued thereafter.
- F. That any software supplied in connection with the use or installation of the equipment is subject to proprietary rights of Hughes Network Systems, Inc., and/or HNS's vendor(s) and/or the Division's vendor(s). The use of one copy of said software is subject to a license granted from HNS to the Department, and a sublicense from the Division to the Recipient, to use the software solely in the operation of the Equipment, to commence on delivery of the software to the Recipient and to last for the term of the HNS Agreements. The Recipient shall not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any part of the software, or (ii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information provided in connection with the Equipment. The Recipient shall not, directly or indirectly, sell, transfer, offer, disclose, lease, or license the software to any third party.
- G. To comply with these provisions until the termination of the HNS Agreements.
- H. The Division will cover the monthly cost of the satellite service provided to the Division pursuant to the service agreement between Hughes Network Systems and the State of Florida for the period of this agreement. The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. The service charge covers only the remote corrective maintenance specified in paragraph 4.3 of the Service Agreement with HNS and does not cover other maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:
 - 1. Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

2. Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.
3. Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the recipient.

(3) VEHICLES

Written approval from the Director of the Division of Emergency Management must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 9G-19.002(6), Florida Administrative Code.

6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Attachment D

Reports

- A. The Recipient shall provide the Division with quarterly financial reports, semi-annual summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report, all in a format to be provided by the Division. All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.
- B. Each quarter, the Recipient shall provide the Division with a twenty-five percent (25%) sampling of the total amount requested. The Recipient will need to submit a sampling from the list below (i.e., invoice and check/proof of payment) with your reports unless other sample documents are deemed necessary for audit purposes. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.
- Salaries: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries)
 - OPS/Contractual Services: Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks related to these services.
 - Expenses: Copies of invoices/receipts, checks and canceled checks
 - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
 - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - OCO: Copies of invoices/receipts, checks and canceled checks
 - FCO: Copies of invoices/receipts, checks and canceled checks
 - Copies of the general ledger each quarter should also be provided.
- C. Quarterly financial reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.
- D. The final close-out report is due forty-five days after termination of this Agreement.
- E. In addition to the above, in order to ensure compliance with Rule 9G-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency

Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division no later than December 31, 2011. The Historical Information form must be prepared and signed by an official of the County's Finance Office.

- F. In a format provided by the Division, a proposed staffing summary and the counties position descriptions shall be submitted to the Division not later than December 31, 2011.
- G. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12), and Rule 9G-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

☐ NO ADVANCE REQUESTED

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

☐ ADVANCE REQUESTED

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 2009	(B) FFY 2010	(C) FFY 2011	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\text{Cell D3} \times \$ \text{DEM Award} = \text{MAXIMUM ADVANCE}$$

(Do not include any match)

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- | | Recipient has no previous DEM/DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- | | Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.
Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2011-2012 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an

award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

Attachment H
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency 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.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and 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 Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or 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.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply 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.

16. **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.

June 14, 2011 Regular BoCC Meeting

Agenda Item #44

Title

FY2011/12 Emergency Management Performance Grant Agreement (Amended)

Amount

\$72,876.00 Federal; \$28,737.00 County Cash Match

Description

Request approval of the FY11/12 Federally Funded Emergency Management Performance Grant (EMPG), adoption of the resolution and budget amendment, and authorization for Interfund loan

Recommendation

Approve the FY11/12 Federally-Funded Subgrant Emergency Management Performance Grant Agreement (4 copies), Adopt the Resolution Amending the FY11/12 Adopted Budget, Adopt the Budget Amendment, and Authorize an Interfund Loan not to exceed \$72,876.00

Alternative(s)

Do not approve the grant award and direct staff

Requested By

David Donnelly (352) 264-6510

Originating Department

Public Safety

Attachment(s) Description

FY11/12 Federally-Funded Subgrant Emergency Management Performance Grant Agreement (4 copies), the Resolution, and Budget Amendment

Documents Requiring Action

FY11/12 Federally-Funded Subgrant Emergency Management Performance Grant Agreement (4 copies), the Resolution, and Budget Amendment

Executive Summary

The Florida Department of Community Affairs (DCA), Division of Emergency Management (FDEM) has forwarded the July 1, 2011 through June 30, 2012 Federally funded Emergency Management Performance Grant (EMPG) Agreement to Alachua County. This is a dollar for dollar match grant designed to enhance the local emergency management programs. The total federal distribution for Alachua County is \$72,876.00. Alachua County will provide cash match in the amount of \$28,737.00 and in-kind match of \$44,139.00 from the Emergency Management General Fund.

Background

The Florida Department of Community Affairs (DCA), Division of Emergency Management (FDEM) has forwarded the agreement to Alachua County for the state's FY 2011-2012 Emergency Management Performance Grant (EMPG). EMPG funds are federal pass-through monies distributed through a matching grant designed to establish and advance local government emergency management activities and functions. The Emergency Management Section has two primary, annual non-County funding sources. They are the federally-funded EMPG, and a state-funded grant entitled the Emergency Management

Preparedness and Assistance (EMPA) Grant. In the past, the EMPG was a supplemental modification to the EMPA grant. This year, the EMPG will be administered as a completely separate grant from the EMPA. Additionally, the EMPA grant award is on the State's fiscal year July 1, 2011 through June 30, 2012. The EMPG grand award is \$72,876 and requires a local match in an equivalent amount. A cash match of \$28,737.00 and in-kind match of \$44,139.00 from the Emergency Management General Fund will provide the required match.

Issues

In order to receive Federal funding, the County must adopt the National Incident Management System (NIMS) and maintain compliance with NIMS. The County has adopted NIMS and must continue compliance or implement corrective actions to remain eligible. Additionally, any equipment that may be purchased with this funding must appear on the Authorized Equipment List. Not accepting the agreement would hamper Emergency Management activities. The EMPG grant is a reimbursement grant and will require an interfund loan for cash flow purposes in an amount not to exceed \$72,876.00. This grant award was anticipated and budgeted in the County's FY10/11 Adopted Budget. The adopted budget was in the amount of \$25,615.00 for the three (3) month period from July to September 2011. The adopted budget must be increased to \$101,613 (Grant award \$72,876 and local cash match \$28,737).

Fiscal Recommendation

Receipt of \$72,876.00 in grant revenue

Fiscal Alternative(s)

Loss of \$72,876.00 in grant revenue

Funding Sources

State of Florida, Division of Emergency Management

Account Code(s)

089-5430-various

Attachment: EMPG Grant Agreement Final.pdf

Attachment: Budget Amendment EMPG 06142011.pdf

Attachment: EMPG Grant Resolution 06142011.pdf

RESOLUTION 11- 63

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING THE FY 2010-2011 EMERGENCY MANAGEMENT PERFORMANCE GRANT FUND TO PROVIDE FOR RECEIPT AND EXPENDITURE OF GRANT AWARD FUNDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Alachua County Board of County has received an Emergency Management Performance Grant award annually since the grant program was established; and,

WHEREAS, the FY10/11 Emergency Management Performance Grant (EMPG) award from the Florida Department of Community Affairs (DCA) for \$72,876.00; and,

WHEREAS, the grant award requires a match of \$28,737.00 and an in kind match of \$44,139.00; and,

WHEREAS, it is necessary to adjust the FY10/11 Emergency Management Performance Grant Fund budget to account for and administer the additional grant revenue;

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

1. That the fiscal year 2010-2011 budget for the Emergency Management Base Grant Fund is hereby adjusted as reflected in the copy of the budget amendment attached hereto as Exhibit "A".

2. 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 14th day of June, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

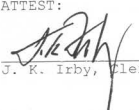
By:


Lee Pinkoson, Chair

APPROVED AS TO FORM


David W. Wagner
Alachua County Attorney

ATTEST:


J. K. Irby, Clerk

(SEAL)

**ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONER
BUDGET AMENDMENT**

FOR OMB USE
OMB REFERENCE # 8011-168
GROUP NUMBER 4888
PERIOD/DATE 09/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	DCA Emerg Mgmt PG Gr 7/11-6/12	Public Safety	Federal Grant / Public Safety	089-5430-331.20-00	54,445	
2	DCA Emerg Mgmt PG Gr 7/11-6/12	Public Safety	Personal Services - Merit	089-5430-525.10-17		(11,047)
3	DCA Emerg Mgmt PG Gr 7/11-6/12	Public Safety	Professional Services - Other	088-5430-525.31-93		866
4	DCA Emerg Mgmt PG Gr 7/11-6/12	Public Safety	Communications - Mobile Phones	089-5430-525.41-50		3,925
5	DCA Emerg Mgmt PG Gr 7/11-6/12	Public Safety	Utility - Other	089-5430-525.43-99		1,753
6	DCA Emerg Mgmt PG Gr 7/11-6/12	Public Safety	Repairs and Maintenance - Equipment	089-5430-525.46-30		20,175
	DCA Emerg Mgmt PG Gr 7/11-6/12	Public Safety	Repairs and Maintenance - Software	089-5430-525.46-70		8,500
7	DCA Emerg Mgmt PG Gr 7/11-6/12	Public Safety	Promotional Activities-Public Purpose	089-5430-525.48-30		9,000
8	DCA Emerg Mgmt PG Gr 7/11-6/12	Public Safety	Operating Supplies-Small Equip > \$100	089-5430-525.52-02		500
9	DCA Emerg Mgmt PG Gr 7/11-6/12	Public Safety	Capital Outlay - Furniture & Equipment	089-5430-525.64-30		20,773
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS	54,445	54,445
COMBINED TOTAL	108,890	

PERFORMANCE RESULTS:

To realign grant fund to match FY 11/12 EMPG grant award of \$ 72,876.

EMPG Agreement Contract #: 12-FG-__03-11-01-068; CFDA #: 97.042.

ti 05/24/11
PREPARED BY: *[Signature]*
ANALYST *[Signature]*

04 JUN 17 PM 3 40

RECEIVED
CLERK OF CIRCUIT COURT
FINANCE & ACCOUNTING

[Signature]

[Signature]
ELECTED OFFICIAL OR DEPARTMENT HEAD
[Signature]
DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET
[Signature]
CHAIR OR COUNTY MANAGER

RECEIVED
2011 MAY 24 P 3:25
ALACHUA COUNTY OMB

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Alachua County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
 - B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
 - C. The Division has statutory authority to disburse the funds under this Agreement.
- THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Scope of Work and Budget, Attachment A, A-1 and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2011 and shall end June 30, 2012, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and Budget - Attachment A, A-1 and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:
The Division at each of the following addresses:

Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Division of Emergency Management
Policy and Financial Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following addresses:

Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Division of Emergency Management
Policy and Financial Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out

report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and A-1 to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold

extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Jenene Helms
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-413-9920
Fax: 850-488-7842
Email: jenene.helms@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

David A. Donnelly
Emergency Operations Center
1100 SE 27th Street
Gainesville, FL 32641
Telephone: 352-264-6500
Fax: 352-264-6565
Email: dad@alachuacounty.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:
Exhibit 1 - Funding Sources
Attachment A and A-1 –Scope of Work
Attachment B – Budget
Attachment C – Program Statutes, Regulations and Special Conditions
Attachment D – Reports
Attachment E – Justification of Advance
Attachment F – Warranties and Representations
Attachment G – Certification Regarding Debarment
Attachment H – Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$72,876**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla. Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

_____ An advance payment of \$_____ is requested

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Scope of Work and Budget, Attachment A, A-1 and B of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Any requests received after **July 31, 2011**, may, in the discretion of the Division, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission or by e-mail.

Changes to the amount of funding to be provided may be accomplished by notice from the Division to the Recipient, in the form of certified mail, return receipt requested. The Division may make an award of additional funds by subsequent Award Letter certified mail, return receipt requested. These additional funds may be accepted by the Emergency Management Director or the Recipient's contact identified in Paragraph (13), above. Should the Recipient determine it does not wish to accept the award of additional funds, the Recipient shall provide notice to the Division contact within thirty (30) days of receipt of the Award Letter. Otherwise, the Recipient shall provide to the Division its written notice of acceptance within forty-five days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon the Division's receipt of the written notice of acceptance and receipt of a budget form which details the proposed expenditure of the additional funds. The budget form will be provided by the Division when the offer of additional funds is made.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

All payments relating to the Agreement shall be mailed to the following address:

Clerk, J.K. "Buddy" Irby
Finance and Accounting
PO Box 939
Gainesville, FL 32602
ATTN: Accounts Receivable

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts 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 Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists.

The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment

H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

ALACHUA COUNTY

By: _____

Name and title: Lee Pinkoson, Chair ACBOCC

Date: _____

FID# 59-6000501

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan Koon, Director, Division of Emergency Management

Date: _____

ATTEST
J. K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

EXHIBIT - 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal Agency: U.S. DHS/FEMA

(Department of Homeland Security/Federal Emergency Management Agency)

Catalog of Federal Domestic Assistance title and number: EMPG/97.042

(Emergency Management Performance Grant)

Award amount: \$72,876

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Chapter 252, Florida Statutes

Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)

44 CFR, Part 302

48 CFR, Part 31

OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2011 Emergency Management Performance Grants Program.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A and A-1

Scope of Work

Base Grant funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2011 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes. This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

In order to receive base grant funding, the Recipient must certify that it will use the award to enhance its Emergency Management Program.

Alachua County

Emergency Management Performance Grant (EMPG)

2011 - 2012 Scope of Work

Item #	Deliverables	Mid Year Review	End of Year Review
1	COORDINATION AND COLLABORATION - Utilizing one or more of the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs No later than 30 days after each event/conference/workshop/meeting, counties are to provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2011 – June 30, 2012), for those who attend. -Regional Domestic Security Task Force (RDSTF) Meeting -Urban Area Security Initiative Meetings (if applicable) -State Working Group Meetings (if applicable)	<i>In Work</i>	<i>In Work</i>
		<i>Complete</i>	<i>Complete</i>
		<i>Due Date Missed</i>	<i>Due Date Missed</i>

Deliverable Status Comments:

2	DISASTER TEMPORARY HOUSING - To ensure the efficient transition of residents from shelters into safe temporary housing following disasters, the county shall develop and/or update their strategies that identify local methods of assisting housing recovery. In doing so, the approach should be scalable and flexible enough to support small-scale events as well as catastrophic disasters while integrating private sector, government and nongovernmental organizations into the collaboration. The following deliverables shall be met during this contract period. A. Develop and/or update temporary housing strategies/plans in accordance with the "Local Disaster Housing Strategy" template developed by the State Disaster Housing Planning Initiative (SDHPI) no later than June 1, 2012. The template will be available on the Division's Website at: http://www.floridadisaster.org/grants/index.htm B. Designate a Point of Contact for County Disaster Housing to serve as the county lead for disaster temporary housing operations and liaison with the state and federal disaster housing coordinators no later than June 1, 2012. C. Provide the state a listing of all temporary housing contacts. List all possible locations for group sites, possible and/or existing commercial mobile home and travel trailer parks to include current pad count no later than June 1, 2012. FDEM will provide the official DOH data for county review. D. Organize or utilize existing groups, agencies or organizations to provide disaster housing assistance, consisting of community stakeholders who have the authority to make decisions no later than June 1, 2012.	<i>In Work</i>	<i>In Work</i>
		<i>Complete</i>	<i>Complete</i>
		<i>Due Date Missed</i>	<i>Due Date Missed</i>

Deliverable Status Comments:

Record of Review

Mid Year Review

County Emergency Management
Representative Signature

Date: _____

FDEM Division
Representative Signature

Date: _____

End of Year Review

County Emergency Management
Representative Signature

Date: _____

FDEM Division
Representative Signature

Date: _____

Attachment B

Budget

The anticipated expenditures for the Categories listed below are for the Emergency Management Performance Grant (EMPG) awarded by the Division.

<u>Category</u>	<u>Anticipated Expenditure Amount</u>
Organizational Costs	\$ <u>49,271.00</u>
Planning Costs	\$ <u></u>
Training Costs	\$ <u></u>
Exercise Costs	\$ <u></u>
Equipment Costs	\$ <u>23,605.00</u>
Management & Administration Costs (limited to 3% of the total)	\$ <u></u>

Total EMPG Funds \$ 72,876.00
(see section 17 – Funding/Consideration)

Attachment C
Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:

A. Administrative Requirements

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. 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 FEMA.
 3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program guidance and application kit.
 4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Attachment D

Reports

- A. The Recipient shall provide the Division with quarterly financial reports and a final close-out report, all in a format to be provided by the Division. All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.
- B. The Recipient shall provide the Division with **full** support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.
- Organizational Activities: Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Copies of invoices and canceled checks related to these services.
 - Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for DEM then only need to provide date of submission and who submitted plan/product to), etc.).
 - Training Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
 - Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
 - Equipment Acquisition Costs: Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
 - Management and Administrative Costs: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
 - For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - Copies of the general ledger each quarter should also be provided.
- C. Quarterly financial reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.
- D. The final close-out report is due forty-five days after termination of this Agreement.

- E. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12).

"Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

☐ NO ADVANCE REQUESTED

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

☐ ADVANCE REQUESTED

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 20__	(B) FFY 20__	(C) FFY 20__	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\text{Cell D3} \times \$ \text{DEM Award} = \text{MAXIMUM ADVANCE}$$

(Do not include any match)

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- | | Recipient has no previous DEM/DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- | | Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.
Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	200 ____-200 ____ Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of

conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G
Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

Attachment H
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87, E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency 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.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and 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 Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or 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.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply 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.

16. 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.

June 14, 2011 Regular BoCC Meeting
Agenda Item #45

Title

Neighborhood Stabilization Program (NSP) Deeds (Amended)

Amount

N/A

Description

Request approval of the form of eight NSP deeds.

Recommendation

Approve the form of eight County deeds, six of the deeds are for homes to be transferred to the Alachua County Housing Authority, the remaining two deeds are for resale homes.

Alternative(s)

Amend and approve the form of eight County deeds.

Requested By

Tom Webster, Housing Programs Manager

Originating Department

Growth Management

Attachment(s) Description

Eight county deeds for NSP properties

Documents Requiring Action

Eight county deeds for NSP properties

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. This ordinance stipulates that the Board must approve the form of the deed for each buyer. Once the Board has approved the form of the deed, the Chair may sign the deeds at a later date, prior to the actual real estate closings.

Background

The NSP Property Conveyance Ordinance Sec.31.26 Signature authority states that the Board authorizes the Chair to execute County Deeds and to correct scrivener's errors, for all NSP properties approved for sale by the Board, provided that the Board has approved the form of the deed for that buyer. Six of the deeds are for homes to be transferred to the Alachua County Housing Authority. The remaining two deeds are for resale homes.

Issues

Each time that a NSP property is to be sold, a County Deed will be submitted to the Board to be approved as to form.

Fiscal Recommendation

No fiscal impact.

Fiscal Alternative(s)

No fiscal impact.

Funding Sources

Neighborhood Stabilization Program I

Account Code(s)

Fund 203

Attachment: NSP Deeds Final.pdf

This instrument prepared by:
Katharine Bruning, Legal Secretary
Alachua County Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601

Part of Tax Parcel #03043-050-000
Santa Fe Hills Subdivision
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 **ALACHUA COUNTY HOUSING AUTHORITY**, ("Grantee"), whose mailing address is 703 N.E. 1st Street, Gainesville, FL 32601.

WITNESSETH:

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, its successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

Lot 50, SANTA FE HILLS, according to the plat thereof recorded in Plat Book "E", page 73, of the public records of Alachua County, Florida, together with that part of the East 5/8 of the South ½ of Government Lot 1 lying West of and adjacent to Lot 50 of Santa Fe Hills as per Plat Book "E", page 73 of the public records of Alachua County, with the North line being a Westerly projection of the North line of Lot 50 and the South line being a Westerly projection of the South line of Lot 50 all of Santa Fe Hills, said property being located in Section 8, Township 8 South, Range 18 East,

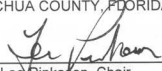
Alachua County, Florida.

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, its 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 Chair of said Board, the day and year first above-written.

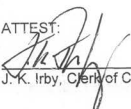
(SEAL)

ALACHUA COUNTY, FLORIDA

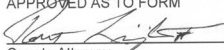
By: 

Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:


J. K. Irby, Clerk of Circuit Court

APPROVED AS TO FORM


County Attorney

This instrument prepared by:
Katharine Bruning, Legal Secretary
Alachua County Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601

Part of Tax Parcel #08484-001-001
Haven Heights Subdivision
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 **ALACHUA COUNTY HOUSING AUTHORITY**, ("Grantee"), whose mailing address is 703 N.E. 1st Street, Gainesville, FL 32601.

WITNESSETH:

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, its successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

Lot Five (5) and the East 12 feet of Lot Six (6) of HAVEN HEIGHTS, a subdivision of Lot Three (3) Eaton Homesites, as per plat of said Haven Heights, recorded in Plat Book "B", Page 39 of the Public Records of Alachua County, Florida; the same lying and being in the Southeast Quarter of the Northwest Quarter (SE ¼ of NW ¼) of Section 29, Township 9 South, Range 20 East, Alachua County, Florida.

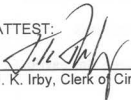
TO HAVE AND TO HOLD the premises, and all the estate, right, title, lien,

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, its 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 Chair of said Board, the day and year first above-written.

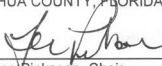
(SEAL)

ATTEST:



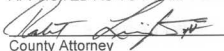
J. K. Irby, Clerk of Circuit Court

ALACHUA COUNTY, FLORIDA

By: 

Lee Pinkoson, Chair
Board of County Commissioners

APPROVED AS TO FORM



County Attorney

This instrument prepared by:
Katharine Bruning, Legal Secretary
Alachua County Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601

Part of Tax Parcel #17940-049-000
Lakeshore Homesites Subdivision
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 **ALACHUA COUNTY HOUSING AUTHORITY**, ("Grantee"), whose mailing address is 703 N.E. 1st Street, Gainesville, FL 32601.

WITNESSETH:

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 its successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

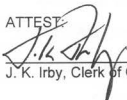
Lot 49 of LAKESHORE HOMESITES, according to the map or plat thereof, recorded in Plat Book "A", page 151 of the Public Records of Alachua County, Florida.

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, its 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 Chair of said Board, the day and year first above-written.

(SEAL)

ATTEST:

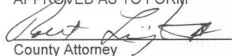

J. K. Irby, Clerk of Circuit Court

ALACHUA COUNTY, FLORIDA

By: 

Lee Pinkoson, Chair
Board of County Commissioners

APPROVED AS TO FORM


County Attorney

This instrument prepared by:
Katharine Bruning, Legal Secretary
Alachua County Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601

Part of Tax Parcel #14195-001-000
608 NW 1st Street, Gainesville
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 **ALACHUA COUNTY HOUSING AUTHORITY**, ("Grantee"), whose mailing address is 703 N.E. 1st Street, Gainesville, FL 32601.

WITNESSETH:

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, its successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

For a point of reference, commence at the intersection of the Northerly right-of-way line of Northwest 6th Avenue and the Westerly right-of-way line of Northwest 1st Street; thence run North 00°10'34" West, on said Westerly right-of-way line, a distance of 50.04 feet to the Point of Beginning; thence continue North 00°10'34" West on said Westerly right-of-way line, a distance of 50.04 feet; thence departing said Westerly right-of-way line, run South 89°38'11" West, a distance of 99.92 feet; thence run South 00°08'31" East, a distance of 50.12 feet; thence run North 89°35'44" East, a distance of

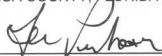
99.95 feet to the aforementioned Westerly right-of-way line of Northwest 1st Street and the Point of Beginning. All lying and being in Section 5, Township 10 South, Range 20 East, Alachua County, Florida.

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, its 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 Chair of said Board, the day and year first above-written.

ALACHUA COUNTY, FLORIDA

(SEAL)

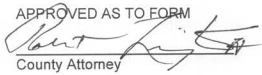
By: 

Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:


J. K. Irby, Clerk of Circuit Court

APPROVED AS TO FORM


County Attorney

This instrument prepared by:
Katharine Bruning, Legal Secretary
Alachua County Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601

Part of Tax Parcel #05900-903-014
Turkey Creek Subdivision
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 **ALACHUA COUNTY HOUSING AUTHORITY**, ("Grantee"), whose mailing address is 703 N.E. 1st Street, Gainesville, FL 32601.

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, its successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

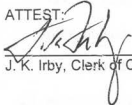
Lots 14 and 15, Block 3, TURKEY CREEK UNIT NO. 9, a Planned Unit Development, according to plat thereof recorded in Plat Book "L", page 25 of the Public Records of Alachua County, Florida.

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, its successors and assigns, forever.

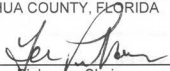
IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said Board, the day and year first above-written.

(SEAL)

ATTEST:


J. K. Irby, Clerk of Circuit Court

ALACHUA COUNTY, FLORIDA

By: 

Lee Minkoson, Chair
Board of County Commissioners

APPROVED AS TO FORM



County Attorney

This instrument prepared by:
Katharine Bruning, Legal Secretary
Alachua County Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601

Part of Tax Parcel #12570-002-000
Glenville Subdivision
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 **ALACHUA COUNTY HOUSING AUTHORITY**, ("Grantee"), whose mailing address is 703 N.E. 1st Street, Gainesville, FL 32601.

WITNESSETH:

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, its successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

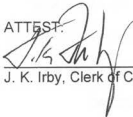
Lot 2, GLENVILLE, a subdivision according to the plat thereof recorded at Plat Book "G", Page 2, of the Public Records of Alachua County, Florida

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, its 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 Chair of said Board, the day and year first above-written.

(SEAL)

ATTEST:

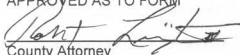

J. K. Irby, Clerk of Circuit Court

ALACHUA COUNTY, FLORIDA

By: 

Lee Pinkoson, Chair
Board of County Commissioners

APPROVED AS TO FORM


County Attorney

This instrument prepared by:
Katharine Bruning, Legal Secretary
Alachua County Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601

Part of Tax Parcel #16126-037-000
Devonshire Hills Subdivision
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 **JOHNNY A. LOARTE AND RITA LOARTE, HUSBAND AND WIFE**, ("Grantee"), whose mailing address is 1631 SE 37TH Street, Gainesville, Florida 32641.

WITNESSETH:

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, their successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

Lot Thirty Seven (37) of Devonshire Hills Subdivision an unrecorded subdivision by Beville S. Outlaw, Surveyor, more particularly described as follows:

Commence at the Northwest corner of the Southeast quarter (SE ¼) of Section Eleven (11), Township Ten (10) South, Range Twenty (20) East, and run South 85 degrees 12 minutes 45 seconds East, 593.85 feet; thence run South 0 degrees 24 minutes 58 seconds East, 371.15 feet to the Point of Beginning; thence run North 89 degrees 20 minutes

07 seconds East, 120 feet; thence run South 0 degrees 24 minutes 58 seconds , 101.61 feet, thence run North 89 degrees 12 minutes 45 seconds West, 90 feet to the P.C. of a curve having a radius of 30.64 feet and an internal angle of 88 degrees 47 minutes 47 seconds and being concave to the Northeast; thence run Northwesterly along said curve, an arc distance of 47.48 feet to the P.T. of said curve, thence; run North 0 degrees 24 minutes 58 seconds West, 68.92 feet to the Point of Beginning. All being and lying in the Southeast quarter of Section Eleven (11), Township Ten (10) South, Range Twenty (20) East, Alachua County, Florida.

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, their 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 Chair of said Board, the day and year first above-written.

~~ALACHUA COUNTY, FLORIDA~~

By: _____

~~Lee Pinkoson, Chair
Board of County Commissioners~~

(SEAL)

ATTEST: _____

~~J. K. Kirby, Clerk of Circuit Court~~

APPROVED AS TO FORM

R. L. ,
County Attorney

FOR APPROVAL AS TO "FORM ONLY" FOR THIS PARTICULAR BUYER.

ACTUAL EXECUTION OF THIS DEED SHOULD NOT TAKE PLACE SOONER THAN 5 CALENDAR

This instrument prepared by:
Katharine Bruning, Legal Secretary
Alachua County Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601

Part of Tax Parcel #03980-003-054
Pilot Forest Subdivision
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 **RICHARD M. WILLIS, SINGLE MALE**, ("Grantee"), whose mailing address is 12017 NW 164th Terrace, Alachua, Florida 32615.

WITNESSETH:

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, his successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

Lot Fifty-four (54) PILOT FOREST, as per plat thereof recorded in Plat Book "J", Page 92 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, his 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 Chair of said Board, the day and year first above-written.

(SEAL)

ATTEST:

J. K. Irby, Clerk of Circuit Court

ALACHUA COUNTY, FLORIDA

By:

Lee Pinkoson, Chair
Board of County Commissioners

APPROVED AS TO FORM

R. L.
County Attorney

**FOR APPROVAL AS TO "FORM ONLY" FOR THIS
PARTICULAR BUYER.**

**ACTUAL EXECUTION OF THIS DEED SHOULD
NOT TAKE PLACE SOONER THAN 5 CALENDAR
DAYS PRIOR TO THE SCHEDULED CLOSING
DAY.**

June 14, 2011 Regular BoCC Meeting
Agenda Item #46

Title

Residential Contract: Neighborhood Stabilization Program (NSP) Sales Contract (Amended)

Amount

\$118,000.00

Description

Request approval of Residential Contract for Sale and Purchase for 12017 NW 164th Terrace, Alachua, FL

Recommendation

Approve the Residential Contract for Sale and Purchase for 12017 NW 164th Terrace, Alachua, FL

Alternative(s)

Amend and approve the Residential Contract for Sale and Purchase for 12017 NW 164th Terrace, Alachua, FL

Requested By

Tom Webster, Housing Programs Manager

Originating Department

Growth Management

Attachment(s) Description

Residential Contract for Sale and Purchase for 12017 NW 164th Terrace, Alachua, FL NSP 007 Work Write Up 12017 NW 164th Terrace Flyer

Documents Requiring Action

Residential Contract for Sale and Purchase for 12017 NW 164th Terrace, Alachua, FL

Executive Summary

Alachua County has received a full price offer of \$118,000 for the NSP Home 007. The availability of this home for sale was properly advertised in accordance with the Alachua County NSP Property Conveyance Ordinance. One offer was received during the two week time frame in which the home was advertised. The buyer meets all program requirements to submit an offer. This sole offer is being recommended for Board approval at a regular meeting of the Board in accordance with the NSP Property Conveyance Ordinance.

Background

This previously foreclosed home was purchased by Alachua County at a cost of \$103,708. It appraised at the time of purchase for \$105,000. Home repairs were made using NSP funds in the amount of \$44,202, for a total of \$147,910. The sales price identified on the press release and house flier was based on the after rehab appraisal value of \$118,000. This appraisal was performed by a certified residential appraiser. This represents an increase in appraised value of \$13,000 since initially purchased by Alachua County. The NSP property for sale notice for this property was properly provided to the public via the County website and a county-wide press release, in accordance with the NSP Property Conveyance Ordinance, adopted on November 23, 2010. An Open House was held on May 11, 2011 by an associate member of Gainesville Alachua County Association of Realtors, at no cost to the County. Four different realty firms contacted the Housing Programs Office to show the home. County staff disseminated information about the Neighborhood Stabilization Program at seven City of Gainesville/Alachua County

Homebuyer Education Workshops to approximately 175 persons between April 2010 to March 2011.

Issues

Alachua County received one offer for NSP 007 from a potential buyer who meets all the program requirements to submit an offer. The ordinance states that final action of disposition of property, shall be taken only at a regular meeting of the Board. The purpose of this provision is to ensure that in the event that offers are made by more than one offer, potential buyers would have an opportunity to raise objection at a Board meeting prior to final action, should their offer not be recommended for approval. The Board is obligated to sell all of the resale properties in accordance with the NSP ordinance, and in accordance with its Agreement with the State of Florida. Purchase price and rehab costs \$147,910. The home's after rehab appraisal totaled \$118,000. This represents a loss of \$29,910 in funds invested and not recaptured through the sale of the home. Substantial repairs were necessary to correct code violations, make the home marketable and desirable for purchase, and to comply with the program's emphasis on making the NSP homes energy efficient which in turn reduces operating costs, making NSP homes more affordable to NSP buyers. See attached work write up as a reference document. The remnants of an old plastic pool, which was in the side setback has been removed. It is shown on the survey taken before the repairs were made to the house.

Fiscal Recommendation

This recommendation has no adverse impact and will enable Alachua County to purchase additional homes with the net proceeds from this sale.

Fiscal Alternative(s)

As the offer was made at full price, the only plausible alternative would be to sell the house for less than the proposed offer, which staff does not recommend. This would have an adverse impact as a reduction in net proceeds from the sale of this home would reduce funding available to purchase additional homes.

Funding Sources

Neighborhood Stabilization Program

Account Code(s)

Net proceeds from this sale will be deposited into Fund 203.

Attachment: NSP Sale 12017 NW 164th Terr Alachua Final.pdf

Attachment: 12017 NW 164th Ter_Work_WriteUP.pdf

Attachment: 12017 NW 164th Terr_Flyer.pdf



Alachua Neighborhood Stabilization Program

Office: 352-337-6283

Email: jopoole@alachuacounty.us

Attn: Jenny Poole



Offers will be accepted May 9th thru May 20th, 2011

12017 NW 164th Terrace, Alachua, FL 32615

Property details:

Address: 12017 NW 164th Terrace, Alachua, FL 32615

Neighborhood: Pilot Forest

Type: Single Family

Listing Price: \$118,000.00

Year Built: 1979

No of rooms: 3 bedrooms/2 Baths

Square footage: 1,483

Improvements:

New fence/ New roof/ New washer, dryer, stove, dishwasher, refrigerator, & range hood/ Renovated bathrooms with new toilets, sink, vanities, & tubs/ New light fixtures throughout/ New HVAC system/ New Energy Star Windows/ New exterior & interior doors/ New flooring / freshly painted interior & exterior.



Up to \$30,000 subsidy for down payment and /or principal reduction assistance!!

**ALACHUA COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner Alachua County
Address 12017 NW 164th Terrace - Alachua
Phone (352) 337-6285
Date April 6, 2010

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Demolition and Fencing	Remove and discard all landscape timbers, pool, and rear yard fence. Fill pool hole and level. Remove and discard alarm system. Re-construct rear yard fence with new wood fence and gate.	Yard	4'095
002	Exterior	Replace all deteriorated wood siding and trim. Replace porch columns.	Exterior	1,170
003	Drywall	Repair drywall walls in bathrooms and utility room.	Various	1,404
004	Roof	Replace roof shingles, including any deteriorated roof decking and support members discovered during removal. Replace soffit and fascia with new aluminum soffit and fascia.	All	5265
005	Plumbing	Pump and inspect septic tank. Install new washer and dryer, including electrical cord and vent for dryer, vent cap. Replace tubs and surrounds, two toilets, two sink and vanities, and kitchen sink.	Various	4329
006	Electrical and Appliance	Install new light fixtures and fans throughout. Install new electric range, dishwasher, refrigerator and range hood. Install new smoke detectors in central hall way and all bedrooms, hardwired in.	Various	3685

Owner Signature

Contractor's Signature

ALACHUA COUNTY/WWU-Bid Form

Page 1 of 3

**ATTACHMENT C: SCOPE OF SERVICES – SEE ATTACHED WORK WRITE UP
WITH ASSOCIATED PRICING INFORMATION**

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the ALACHUA COUNTY Neighborhood Stabilization Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected.

Work must be completed and approved within 90 days of the issuance of the Notice to Proceed.

The house is to be occupied; X vacant for 90 days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the CDBG program. I also agree that change orders above the original contract amount shall only be paid for with CDBG funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor's Name (Print Name)

LORPORATE CONSTRUCTION LLC

Contractor's Signature

André J. Robinson

Contractor's Address

387 W Liberty St
HERNANDO FL 34442

Contractor's Phone Number

352-527-7703

OFFICIAL USE ONLY

DATE SUBMITTED

DATE ACCEPTED

BID OPENED BY

WITNESSED BY

DATE OPENED

TIME

WORK WRITE-UP PREPARED BY Jay Moseley

Date April 6, 2010

Owner Signature

The [Signature]

Contractor's Signature

ALACHUA COUNTY/WWU-Bid Form



INVOICE AND ENCUMBRANCE ADVICE

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL INVOICES AND CORRESPONDENCE
MUST REFERENCE THIS NUMBER

NO. 101370

ORDER DATE 7/07/2010
REQ. NUMBER 0000054226
BID NUMBER
BUYER JANA POWELL
ACCOUNT NO. 20365505544999
VENDOR NO. 1003341

CHANGE NO.: 1
DATE: 4/18/2011

VENDOR I.D. #
CORPORATE CONSTRUCTION LLC
387 WEST LIBERTY STREET
HERNANDO FL 34442

S
H
I
P
T
O
ALACHUA COUNTY
PLANNING AND DEVELOPMENT
ANNEX BUILDING 3RD FLOOR
10 SOUTH WEST 2ND AVENUE
GAINESVILLE FL 32601

ITEM	REV/DISC	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

		* CHANGE ORDER *				

2		THE CHANGE ORDER IS TO REPLACE WOOD SIDING DUE TO UNSEEN WATER DAMAGE AROUND CHIMNEY AND WALL * CURRENT PO AMOUNT \$43,002 CHANGE ORDER #1 AMOUNT \$1200 NEW TOTAL WILL BE \$44,202 * COUNTY CONTACT: STEVEN LACHNIGHT, DIRECTOR (352) 374-5249 PROPERTY ADDRESS: 12017 NW 164TH TERR ALACHUA, FL 32615	1200.00	NA	1.0000	1200.00
		REMARKS: *** THIS IS A CONTRACT. FIRST AMENDMENT WAS APPROVED BY THE COUNTY MANAGER 4/11/2011.				
					TOTAL	44202.00

INVOICE INSTRUCTIONS TO VENDOR

1. Submit invoice as described in the referenced agreement.
2. Include all required documentation/backup with invoice.
3. Florida State Tax Exemption Number: 11-065-024077-53C.
4. Federal Tax ID Number: 59-6000501

4/18/11

DATE APPROVED

AUTHORIZED SIGNATURE

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT # 1

NTP/Project 10DB-4X-03-11-01-F01

Contractor CORPORATE CONSTRUCTION, LLC

Encumbrance # 101370

Contract Manager Tom Webster, Alachua County Housing Program Manager

Work Order Name # 12017 N.W. 164th TERRACE Alachua, FL 32615

Work Order Description: Need to replace wood siding due to unseen water damage around chimney, and wall

Deliverable(s): lap siding

Original Work Order Price: \$43,002.00

Total of Prior Approved Changes \$0.00

Amount of this Change in Work Order Add
(Deduct) \$1,200.00

New Work Order Price with Amendment: \$44,202.00

REC'D GROWTH HOS.
ALACHUA COUNTY, FL
2011 MAR 23 PM 2:11

Original Completion Date 12/21/2010

New Completion Date 03/25/2011

Approval as to form

Alachua County

RANDALL H. REID, COUNTY MANAGER

Signature

Date

Contractor

Signature

Date

Program Consultant

Signature

Date

Attorney

Signature

Date

APPROVED AS TO FORM

RANDALL H. REID
ALACHUA COUNTY ATTORNEY

EXHIBIT B - 1
NEIGHBORHOOD STABILIZATION PROGRAM

Bid for C/O #1

Bid No.

2011-1

Date

3/9/2011

Job: NSP Rehab-12017 N.W 164th Terrace

Location: Alachua, FL 32618

Firm: CORPORATE CONSTRUCTION, LLC.

Prepared by: TERESA RADZIERCZ

Address: 387 W. LIBERTY ST.

Approved by: RONALD RADZIERCZ

City/State/Zip: HERNANDO, FL 34442

Type of Work: NSP REPAIRS FOR COUNTY OF ALACHUA

Phone: 352-527-7703

Work Included:

Cost

Need to replace wood siding due to unseen water damage around chimney, and wall

1,200.00

Total C/O Cost

1,200.00

Exclusions and Qualifications:

Acknowledgment of Bid

Tax

Delivery:

Excluded

Included

Received by



ALACHUA COUNTY DEPARTMENT OF GROWTH MANAGEMENT

10 SW 2nd Avenue – 1st Floor Gainesville, Florida 32601-6294

Tel: (352) 264-7013 Fax: (352) 381-0124

Home Page: www.alachuacounty.us

Steven Lachnicht, AICP
Director
Growth Management

Richard Wolf
Assistant Director
Growth Management

Ken Zeichner, AICP
Principal Planner
Comprehensive Planning

Tom Webster
Housing Programs
Manager

Brenda Wheeler
Development Review
Manager

John Freeland, CBO
Building Official

Benny Beckham
Zoning Administrator

Jonathan Paul, AICP, MA2
Concurrency and Impact
Fee Manager

May 24, 2011

MEMORANDUM

To: John Johnson, Contracts Coordinator
Office of Management & Budget

From: Karen Johnson, ^{KJ}Senior Staff Assistant
Housing Programs for Alachua County

Re: Real estate contract for NSP#007

Please find attached real estate contract for NSP#007 property located at: 12017 NW 164th Terrace, Alachua, Florida 32615 for the June 14, 2011 Board meeting.

If you have any questions, please feel free to contact Tom Webster, Housing Programs Manager at (352) 337-6285.



"AS IS" Residential Contract For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1* **PARTIES:** ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS ("Seller"),
2* and RICHARD M. WILLIS ("Buyer"),

3* agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal
4* Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale
5* And Purchase and any riders and addenda ("Contract"):

6* **1. PROPERTY DESCRIPTION:** 12017 NW 164 terrace
7* (a) Street address, city, zip: Alachua County, Florida. Real Property Tax ID No: 03980-003-054
8* (b) Property is located in: PILOT FOREST PB J-92 LOT 54 OR 3951/0925
9* (c) Legal description of the Real Property:

10* together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
11* attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.
12* (d) Personal Property: The following items owned by Seller and existing on the Property as of the date
13* of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s),
14* disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door
15* openers, and security gate and other access devices; and (ii) those additional items checked below. If
16* additional details are necessary, specify below. **If left blank, the item below is not included:**

☒ Refrigerator(s)	☒ Smoke detector(s)	☐ Pool barrier/fence	☐ Storage shed
☒ Microwave oven	☐ Security system	☐ Pool equipment	☐ TV antenna/satellite dish
☒ Washer	☐ Window/wall a/c	☐ Pool heater	☐ Water softener/purifier
☒ Dryer	☐ Generator	☐ Spa or hot tub with heater	☐ Storm shutters and panels
☐ Stand-alone ice maker		☐ Above ground pool	

18* The only other items of Personal Property included in this purchase, and any additional details regarding
19* Personal Property, if necessary, are:

20* Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

21* (e) The following items are excluded from the purchase:

23* **2. PURCHASE PRICE** (U.S. currency):..... \$ 118,000.00

25* (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 1,000.00

26* The initial deposit made payable and delivered to "Escrow Agent" named below
27* (CHECK ONE): ☐ accompanies offer or ☒ is to be made upon acceptance (Effective Date)
28* or ☐ is to be made within _____ (if blank, then 3) days after Effective Date

29* Escrow Agent Information: Name: U.S. TITLE
30* Address: 2622 NW 43 Street Phone: 352-372-7000
31* E-mail: beth@ustitle Fax:

32* (b) Additional deposit to be delivered to Escrow Agent within _____ (if blank, then 3)
33* days after Effective Date..... \$

34* (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

35* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 102,500.00

36* (d) Other: NSP second mortgage \$ 20,000.00

37* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
38* transfer or other COLLECTED funds..... \$

39* **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

40* **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**
41* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before Jun 14, 2011
42* this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer.

43* Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the
44* counter-offer is delivered.

45* (b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or
46* initiated this offer or final counter-offer ("Effective Date").

47* **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
48* and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
49* ("Closing") on August 9, 2011 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.
- (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.
6. OCCUPANCY AND POSSESSION: Unless otherwise stated herein, Seller shall at Closing, have removed all personal items and trash from the Property and shall deliver occupancy and possession, along with all keys, garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.
7. ASSIGNABILITY: (CHECK ONE) Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. FINANCING:

- ☐ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close.
- ☒ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☒ conventional ☐ FHA ☐ VA loan on the following terms within 45 (if blank, then 30) days after Effective Date ("Loan Commitment Date") for: (CHECK ONE): ☒ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the principal amount of \$ 102,500.00 or _____ % of the Purchase Price, at an initial interest rate not to exceed 5.250 % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of 30 years ("Financing").

Buyer will make mortgage loan application for the Financing within _____ (if blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

- ☐ (c) Assumption of existing mortgage (see rider for terms).
- ☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees

real estate commission to Suskin Realty, Inc 3.5% of sales price

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated cost to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Other:
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below

(CHECK ONE):

- ☒ (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or
- ☐ (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or
- ☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if blank, \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A will pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. **If special assessments may be paid in installments (CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190 F.S. which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have _____ (if blank, 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order. Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,

Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance. This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION:

Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS:

The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

- (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

- (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

327 **STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

328 deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will
329 close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's
330 notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of
331 Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days
332 within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure
333 Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date
334 has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or
335 (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from
336 all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects,
337 and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
338 thereby releasing Buyer and Seller from all further obligations under this Contract.

339 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
340 encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable
341 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such
342 matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than
343 Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey
344 shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior
345 survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
346 preparation of such prior survey, to the extent the affirmations therein are true and correct.

347 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
348 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

349 **D. LEASES:** Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and
350 estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent
351 and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease
352 Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by
353 Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s)
354 to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver
355 written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing
356 Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
357 further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who
358 shall assume Seller's obligation thereunder.

359 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting: (i) to the absence of any financing
360 statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs
361 to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or
362 repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general
363 contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all
364 such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for
365 improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid
366 or will be paid at Closing.

367 **F. TIME:** Calendar days shall be used in computing time periods. Any time periods provided for in this Contract
368 which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m.
369 (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

370 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
371 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or
372 prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual
373 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of
374 Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in
375 part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force
376 Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent
377 performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this
378 Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer
379 and Seller from all further obligations under this Contract.

380 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
381 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described
382 in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by
383 absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

384 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

385 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the
386 attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements, survey, base elevation certification, and other documents required by Buyer's lender.

(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

447

448 and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real
449 estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in
450 writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or
451 electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an
452 original.

453 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement
454 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
455 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change
456 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended
457 to be bound by it.

458 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
459 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
460 rights.

461 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten
462 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

463 **S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or received,
464 including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent
465 or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by
466 Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

467 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and
468 conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.

469 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of
470 Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in
471 which the Real Property is located.

472 **X. BUYER WAIVER OF CLAIMS:** Buyer waives any claims against Seller and, to the extent permitted by
473 law, against any real estate licensee involved in the negotiation of this Contract, for any defects or other
474 damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone
475 claiming by, through, under or against the Buyer.

ADDENDA AND ADDITIONAL TERMS

476 **19. ADDENDA:** The following additional terms are included in the attached addenda and incorporated into this
477 Contract (Check if applicable):

- | | | | |
|--|---|--|--|
| ☐ A. Condominium Assn. | ☐ L. RESERVED | ☐ R. Rezoning | ☐ Y. Seller's Attorney |
| ☐ B. Homeowners' Assn. | | ☐ S. Lease Purchase/ | ☐ Z. Buyer's Attorney |
| ☐ C. Seller Financing | ☐ M. Defective Drywall | ☐ T. Pre-Closing | ☐ AA. Licensee-Personal |
| ☐ D. Mortgage Assumption | ☐ N. Coastal Construction | ☐ U. Post-Closing | ☐ BB. Binding Arbitration |
| ☐ E. FHA/VA Financing | ☐ O. Insulation Disclosure | ☐ V. Sale of Buyer's | ☐ Other _____ |
| ☐ F. Appraisal Contingency | ☐ P. Pre-1978 Housing | ☐ W. Back-up Contract | |
| ☐ G. Short Sale | ☐ Q. Housing for Older | ☐ X. Kick-out Clause | |
| ☐ H. Homeowners' Insurance | ☐ R. Statement (Lead | | |
| ☐ I. FIRPTA | ☐ S. Based Paint) | | |
| ☐ J. Interest-Bearing Acct. | ☐ T. Housing for Older | | |
| ☐ K. RESERVED | ☐ U. Persons | | |

479 **20. ADDITIONAL TERMS: THIS OFFER IS CONTINGENT UPON THE BUYER OBTAINING \$20,000.00 in down**
480 **payment and closing costs assistance in the form of an NSP second mortgage.**

481 **Buyer's time to obtain and/or object to the property's elevation if in a flood zone requiring flood insurance shall be**
482 **after full loan approval when survey is obtained, not as in paragraph 10(D).**

483 _____
484 _____
485 _____
486 _____
487 _____
488 _____
489 _____
490 _____
491 _____
492 _____
493 _____

494

COUNTER-OFFER/REJECTION

- 495* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
- 497* ☐ Seller rejects Buyer's offer.

498 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE**

499 **OF AN ATTORNEY PRIOR TO SIGNING.**

500 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

501 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms*

502 *and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions*

503 *should be negotiated based upon the respective interests, objectives and bargaining positions of all interested*

504 *persons.*

505 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO

506 BE COMPLETED.

507* Buyer: 

Date: 5/9/11

508* Buyer: _____

Date: _____

509* Seller: 

Date: 6/16/11

510* Seller: LEE PINKOSON, CHAIR


J. K. IRBY, CLERK

Date: _____

511 Buyer's address for purposes of notice

512* c/o SUSKIN REALTY, INC.

513* 3131 NW 13th street #6

514* Gainesville, FL 32609

Seller's address for purposes of notice

515 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled

516 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent

517 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage

518 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has

519 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation

520 made by Seller or Listing Broker to Cooperating Brokers.

521* MARC D. SUSKIN

522 Cooperating Sales Associate, if any

na

Listing Sales Associate

523* SUSKIN REALTY, INC.

524 Cooperating Broker, if any

na

Listing Broker

APPROVED AS TO FORM



ALACHUA COUNTY ATTORNEY

Contract Addendum

The following is an addendum to the "AS IS" Residential Contract for Sale and Purchase (the "Contract") entered into between the Alachua County Board of County Commissioners (the "Seller") and Richard M. Williams ("Buyer") for property located at: 12017 NW 164 Terr. Alachua 3, Florida 32615 (the "Property").

- 1) Seller shall not be liable to Closing Agent or Escrow Agent for attorney's fees or costs, but shall be liable for title insurance fees.
- 2) Seller shall not have any duty to indemnify arising out of the contract.
- 3) In any litigation arising out of the Contract, Seller and Buyer shall bear their own attorney's fees and costs.
- 4) A survey performed by Seller is attached hereto at **EXHIBIT A** for purposes of disclosure only. No representations of accuracy or correctness are provided by Seller.
- 5) In the event of default by Seller, the Buyer's sole remedy is the return of the initial deposit. No other remedies, at law or equity, shall be allowed.
- 6) In the event of default by Buyer, the Seller's sole remedy shall be the retention of the initial deposit. No other remedies, at law or equity, shall be allowed.
- 7) Seller shall convey title to the Property by County Deed substantially in the form set forth in section 125.411, Florida Statutes.

Buyer



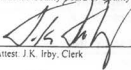
5/19/11

Date

Seller



Chair
Alachua County Board of County Commissioners



Attest: J.K. Irby, Clerk

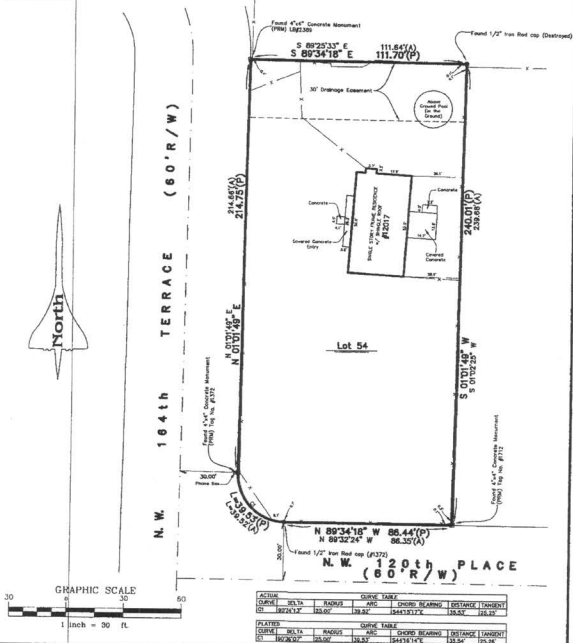

Approved at to Form, Alachua County Attorney

Attachment: Exhibit A, Survey

DESCRIPTION

Lot 54 of "PLOT FOREST" as per plat thereof recorded in Plat Book "J", Page 92 of the public records of Alachua County, Florida

BOUNDARY SURVEY



CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	DISTANCE
1	89°25'33"	154.07'	30.52'	S 84°18'17"E	35.53'
TANGENT					
1					35.53'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	DISTANCE
2	89°25'33"	154.07'	30.52'	S 84°18'17"E	35.53'
TANGENT					
2					35.53'

SURVEYORS CERTIFICATION TO: Neighborhood Stabilization Program; Alachua County BOCC;

I hereby certify that the map shown hereon is a true and correct representation of a Field Survey conducted under my supervision and that said map does conform in content with the minimum technical standards as set forth by the Board of Professional Surveyors and Mappers in Chapter 6107-8 of the Florida Administrative Code pursuant to Section 475.027 of the Florida Statutes.

BY: *Roger L. Mullins*, Date Signed: *October 19, 2010*, DATE OF FIELD SURVEY: *April 19, 2010*

NOTE: Roger L. Mullins Professional Surveyor and Mapper Florida Registration #2004
 Lands shown hereon lie in Flood Zones "X" as noted from F.I.R.M. Panel No. 120664-0120-D
 Flood Zone delineation shown hereon is merely an opinion of this Surveyor and NOT the FINAL authority as to the actual location of those lines. Flood Zones are to be verified by County, State and Federal Government Officials.
 Bearings refer to the East N/W line of N.W. 164th Terrace being N 01°01'48" E, Plat, Assumed.

NOTES

1. This map is INVALID unless Signed by and Sealed by the Professional Surveyor and Mapper hereon.
2. NO underground improvements were located unless shown hereon.
3. NO Title, Easements, Rights, Encumbrances or liens were researched other than those shown hereon.
4. NO attempt was made to locate the Ordinary High Water Line on ANY Lake Front Property.
5. NO Wetlands or Environmentally Sensitive lands were located unless specifically noted.
6. NO attempt should be made by others to relocate the Boundary lines shown hereon from improvement to lines without additional Boundary control or a RESURVEY.
7. THIS MAP IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

ABBREVIATION SCHEDULE

Right of Way — R/W
 Official Record Book — ORB
 Length — L
 Identification Number — I.D.
 Road Measurement — R.M.
 Actual Measurement — A
 Plot Measurement — P
 Acres more or less — A.C.

Not to Scale
 Iron Corner — I.C.
 Concrete Monument — C.M.
 Power Line — P.L.
 Fence Line — F.L.
 Centeline — C.E.

Roger L. Mullins FSM

(352)473-9495 FAX (352)473-8328

355 Sylvan Way

Keystone Heights, Florida 32056

Project # D0710 Drawn By: RLM

June 14, 2011 Regular BoCC Meeting
Agenda Item #47

Title

FFY 2008 Community Development Block Grant Closeout Report (Amended)

Amount

N/A

Description

Request Approval of the FFY 2008 Community Development Block Grant Housing Rehabilitation Closeout Report

Recommendation

Approve the FFY 2008 Community Development Block Grant Housing Rehabilitation Closeout Report

Alternative(s)

Do not approve the closeout report

Requested By

Tom Webster, Housing Programs Manager

Originating Department

Growth Management

Attachment(s) Description

FFY 2008 Community Development Block Grant Housing Rehabilitation Closeout Report

Documents Requiring Action

FFY 2008 Community Development Block Grant Housing Rehabilitation Closeout Report

Executive Summary

FFY 2008 Community Development Block Grant (CDBG) Housing Rehabilitation Grant Program has been completed. Out of the thirteen (13) homes assisted, nine substandard homes were demolished and replaced with 1,000 square foot homes and four were repaired. All of the homes are located in unincorporated Alachua County. A final report, called the Closeout, requires the signature of the Chief Elected Official of the County.

Background

Alachua County received a CDBG Housing Rehabilitation Grant to assist households whose incomes do not exceed 80% of the median income with needed home repairs to correct housing code violations. All of the homes replaced assisted households whose incomes do not exceed 50% of the area median income.

Issues

CDBG Housing Rehabilitation Program provides funding to assist very low and low-income households with necessary home repairs to correct housing code violations. In some cases, the code violations are so severe that the homes need to be torn down and replaced. This is particularly true of older mobile homes. The goals of this program are supported by the goals and objectives identified in the Housing Element of the Comprehensive Plan. Demolition and replacement of substandard homes enables elderly homeowners to age in place, rather than being forced to move to a nursing home. It also allows elderly and disabled homeowners to shelter in place in a storm event, rather than being evacuated to a shelter. It increases the property values and preserves or

increases the affordable housing stock in Alachua County.

Fiscal Recommendation

There is no adverse fiscal impact to this recommendation.

Fiscal Alternative(s)

There is no adverse fiscal impact to this recommendation.

Funding Sources

Community Development Block Grant

Account Code(s)

Fund 203

Attachment: CDBG Disaster Closeout Final.pdf

FLORIDA SMALL CITIES CDBG, DISASTER RECOVERY AND NEIGHBORHOOD STABILIZATION PROGRAMS

CLOSEOUT (Revised 06.10)

Instructions

Closeout forms must be submitted to the Department of Community Affairs within 45 days after contract termination or expiration or upon completion of the project. The final Request for Funds must be submitted with the closeout since funds not requested will be deobligated at closeout. Any amendment needed to close out the contract should be submitted prior to submission of a closeout. Closeout requirements can be found in Rule 9B-43.0051 (5), F.A.C.

1. All grant recipients must complete the following sections:

SECTION A - CONTRACT INFORMATION

SECTION E - STATUS OF ACCOMPLISHMENTS AND EXPENDITURES

SECTION F - BENEFICIARY DATA

SECTION I - CLOSEOUT APPROVAL

2. Section B applies to commercial revitalization and neighborhood revitalization (public facilities and infrastructure) activities.

Section C relates only to commercial revitalization and economic development activities.

Section D relates to housing activities.

Section H relates only to disaster recovery program grants.

3. Section G should only be completed if property was purchased with grant funds.
4. Additional copies of forms may be made if there is insufficient space to enter the information that needs to be reported.
5. The Closeout Approval form must be signed by the Chief Elected Official or a member of local government staff, authorized by resolution or ordinance of the local governing authority, to sign CDBG contracts and related documents.
6. Submit only the pages applicable to your grant.

Please contact the CDBG Program at 850/487-3644 if you have questions about the closeout process.

FLORIDA SMALL CITIES CDBG, DISASTER RECOVERY AND NEIGHBORHOOD STABILIZATION CLOSEOUT (Revised 06.10)

Indicate Funding Source: ☒ Small Cities CDBG ☐ Disaster Recovery ☐ Neighborhood Stabilization

SECTION A - CONTRACT INFORMATION

Recipient: Alachua County	Contract Number: 09DB.4N.03.11.01.H19	Beginning Date: 6-22-09	Ending Date: 6-21-11	Recipient's DUNS #: 01050871
Recipient's FEID #: 59-6000501	County in which recipient is located: Alachua	Local Contact: Tom Webster	Phone Number: (352) 337-6285	
Indicate how the project was carried out (admin and construction):		Grantee Employees	Contractors	Both X
Indicate how beneficiary data was collected: Direct Beneficiary Data			Census	Survey
If location of activities changed, is a map included? N/A			Yes	No
Is a Property Management Register included? N/A			Yes	No
If an infrastructure project, is an engineer's certification included? N/A			Yes	No
Was assistance (to beneficiaries) provided in the form of a loan or grant?		Grant	Deferred, forgivable loan X	

Activity Purpose (Indicate all that apply):		
Help Prevent Homelessness?	Yes	No X
Help the Homeless?	Yes	No X
Help Those with HIV/AIDS?	Yes	No X
Help Persons with Disabilities?	Yes X	No
Special Characteristics (Check all that apply to the location of this activity)		
Presidentially Declared Major Disaster Area	Yes	No X
Historic Preservation Area	Yes	No X
Brownfield Redevelopment Area? If yes, indicate the number of acres remediated.	Yes	No X
Conversion from Non-Residential to Residential Use	Yes	No X
List all other funds used to support the activities funded with this grant:		
	Source	Amount
Local Funds (i.e., General Revenue)		\$
Grant(s)	Alachua County SHIP	\$267,505.45
Private Funds (i.e., Participating Party, etc.)		\$
Loan(s)		\$
Other (Specify)		\$
Has a final Request for Funds been submitted?	Yes X	No
Will the project result in program income? <i>Unless otherwise stated in contract, program income must be returned to the Department of Community Affairs.</i>	Yes	No X
If the project has generated program income, indicate amount:	\$	

SECTION B - PUBLIC FACILITIES AND INFRASTRUCTURE

To be completed if new or improved public facilities or infrastructure was provided.

Total Number of Persons Assisted:
How many were provided with new access to this type of facility or infrastructure improvement?
How many were provided with improved access to this type of facility or infrastructure improvement?
How many were provided with access to facility or infrastructure that is no longer substandard?

SECTION C - COMMERCIAL REVITALIZATION AND ECONOMIC DEVELOPMENT

If reporting on commercial revitalization activities, respond only to items with an asterisk (*).

	*Total	Number Expanding	Number Relocating
New Businesses Assisted			
Existing Businesses Assisted			
Total			
*Number of Business Facades/Buildings Rehabilitated			
*Number of Businesses Assisted that Provide Goods or Services to Meet the Needs of a Service Area			

*Specify DUNS # for Each Business Assisted:	
* Name of Business(es)	*DUNS #

SECTION C - COMMERCIAL REVITALIZATION AND ECONOMIC DEVELOPMENT (CONTINUED)

Jobs Created or Retained	Total Job Count		Total Weekly Hours	
	Full Time	Full Time Low/Mod	Part Time	Part Time Low/Mod
Actually Created				
Actually Retained				

Number of Jobs Created	
Of Jobs Created, Number of Jobs With Employer Sponsored Health Care Benefits	
Of Jobs Created, Number of Persons Unemployed Prior to Taking Jobs Created Under this Activity	
Number of Jobs Retained	
Of Jobs Retained, Number of Jobs With Employer Sponsored Health Care Benefits	

Types of Jobs Created/Retained		
Job Category	Number of Jobs Created	Number of Jobs Retained
Officials and Managers		
Professional		
Technicians		
Sales		
Office and Clerical		
Craft Workers (Skilled)		
Operatives (Semi-Skilled)		
Laborers (Unskilled)		
Service Workers		

SECTION D - HOUSING

To be completed for housing activities. Accomplishments are measured by housing units; beneficiaries are measured by households assisted (rather than the number of persons in a household). (Race and ethnicity is determined by head of household.)

Income Levels	Owner	Renter	Total
Extremely Low	4		4
Low	6		6
Moderate	3		3
Non-Low/Moderate			
Totals			
Percent Low/Mod	100%	0%	100%

Number of units made handicapped accessible	4
Number of units occupied by the elderly	7
Number of units designated for persons with HIV/AIDS including the chronically homeless	0
Number of permanent housing units designated for homeless persons and families	0
Number of substandard units brought up to local code or Housing Quality Standards	13
Number of one-for-one replacements	9
Number of permanent displacements/relocations	0
Number of years that affordability is guaranteed	N/A
Number of pre-1978 units brought into compliance with lead safety requirements	2
Number of units qualified as "Energy Star"	0
Number of multi-family units rehabilitated	0
Number of units created through conversion of Non-Residential to Residential Buildings	0
Number of units designated as subsidized housing by a Federal, State or Local Program	0

If new affordable housing units were created: N/A	
Number of units occupied by the elderly	
Number of households previously living in subsidized housing	
Number of years that affordability is guaranteed	
Number of One-for-One Replacement	
Number of units made handicapped accessible	
Number of units qualified as "Energy Star"	

HOUSING BENEFIT FORM

All grant recipients providing housing activities, including hookups, must complete this form. (Make copies of this page if necessary to report on units addressed.)

Unit #	Owner or Renter Occupied	Name of Owner (Last Name, First Initial)	Name of Occupant (Last Name, First Initial)	Street, City and Zip Code (If replacement, new address.)	Total Cost of Rehab (excluding costs charged to administration)	Total Cost of Replacement (excluding costs charged to administration)	Total CDBG Funds Invested	Date Completed	# of Bed-rooms
1	Owner	Sheila Brown		7523 NW SR 235 Alachua, Florida 32615	\$	\$89,866.54	\$49,866.54	10-23-2010	3
2	Owner	Sam and Barbara Rolston		4903 SE Hawthorne Rd. Gainesville, Florida 32641	\$	\$74,370.00	\$38,250.00	12-22-2010	2
3	Owner	Elizabeth Hill		22504 N. SR235 Brooker, Florida 32622	\$	\$84,813.00	\$44,813.00	12-3-2010	2
4	Owner	Ardella Roberts		1326 NW 222 Lane Brooker, Florida 32622	\$	\$87,429.00	\$47,429.00	10-26-2010	2
5	Owner	Renla Mae Riley		3181 SE 20 th Avenue Gainesville, Florida 32641	\$45,576.00	\$	\$17,726.00	10-6-2010	3
6	Owner	Earnestine Daniels		18908 SW 178 th Terrace Archer, Florida 32618	\$	\$74,370.00	\$34,370.00	10-11-2010	2
7	Owner	Eleanor Boston		3721 SE 18 th Avenue Gainesville, Florida 32641	\$	\$80,721.50	\$40,721.50	11-18-2010	3
8	Owner	Karen Bryant		2204 SE 51 st Street Gainesville, Florida 32641	\$48,103.00	\$	\$48,103.00	8-17-2010	3
9	Owner	Ozell and Ucllee Wilson		11907 SR 235 Alachua, Florida 32615	\$	\$75,478.00	\$75,478.00	10-26-2010	2
10	Owner	Jimmy and Letitia Rodriguez		6211 SW 8 th Place Gainesville, Florida 32607	\$18,507.00	\$	\$18,507.00	8-12-2010	2
11	Owner	Teresa Hill		22512 N. SR 235 Brooker, Florida 32622	\$	\$87,510.00	\$87,510.00	12-3-2010	2
12	Owner	Barbara Daniels		19007 SW 178 th Terrace Archer, Florida 32618	\$	\$78,677.00	\$78,677.00	1-14-2011	2
13	Owner	Bobbie Durr		3010 SE 19 th Avenue Gainesville, Florida 32641	\$46,164.00	\$	\$46,164.00	10-15-2010	3

SECTION E - STATUS OF ACCOMPLISHMENTS AND EXPENDITURES

All grant recipients must complete this form.

(A) Service Area #	(B) Impacted Census Tracts and Block Groups*	(C) Activity #	(D) Activity Name	(E) IDIS # DCA Use Only	(F) CDBG Accomplishments		(G) Current CDBG Budget	(H) CDBG Funds Received To Date	(I) Final RFF At Closeout (If Applicable)	(J) Other Leverage Funds Expended
					Proposed (in initial contract)	Completed				
N/A	N/A	08	Temporary Relocation		16	10	\$2,400	\$2,400	\$ 0	\$
		14A	Rehabilitation		12	13	\$635,100	\$550,641.11	\$75,180.50	\$267,505.45
		21A	Administration		n/a	n/a	\$112,500	\$79,247.97	\$32,077.25	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
TOTALS							\$750,000	\$632,289.08	\$107,257.75	\$268,300

(K) Total CDBG Approved Budget (Column G)	\$750,000
(L) Total CDBG Funds Received To Date (Column H)	\$632,289.08
(M) Total Amount of Final RFF (Column I)	\$107,257.75
(N) Total Amount of CDBG Funds Requested (Line L + M)	\$739,546.83
(O) If Line (N) is greater than Line (K) enter the difference Refund Due to DCA	\$10,453.17
(P) If Line (N) is less than Line (K) enter the difference Amount to be Deobligated	\$10,453.17

*Required field. Enter census tracts and block groups where activities took place even if census tract information was not used to determine LMI benefit.

SECTION F - BENEFICIARY DATA (DO NOT ENTER ADMINISTRATION OR ENGINEERING ACTIVITIES; MAKE COPIES OF THIS PAGE IF NECESSARY.)

All grant recipients must complete this form.

	Activity #14A		Activity #		Activity #		Activity #		Activity #		Activity #	
	Proposed	Served	Proposed	Served	Proposed	Served	Proposed	Served	Proposed	Served	Proposed	Served
Total Beneficiaries		26										
Low and Moderate (<=80%) Beneficiaries		5										
Moderate Income Beneficiaries												
Low Income (30-50%) Beneficiaries		15										
Extremely Low (<=30%) Beneficiaries		6										
Extremely Low Beneficiaries												
Disabled (if known)		5										
Female Head of Household (if known)		9										
Elderly (if known)		8										
Enter number of persons by race and number that are of Hispanic ethnicity. (Race and ethnicity for housing should be reported by head of household.)	Total	# of Hispanic	Total	# of Hispanic	Total	# of Hispanic	Total	# of Hispanic	Total	# of Hispanic	Total	# of Hispanic
White		2										
African American	24											
Asian												
American Indian or Alaskan Native												
Native Hawaiian Pacific Islander												
American Indian or Alaskan Native & White												
Asian & White												
African American and White												
American Indian/Alaskan Native & African American												
Other Multi-racial												
Totals (Equal to Actual Beneficiaries)	24	2										

SECTION G - PROPERTY MANAGEMENT REGISTER (COMPLETE ONLY IF PROPERTY WAS PURCHASED WITH GRANT FUNDS)

Recipient			Contract End Date		
Contract Number			Local Contact		
	1	2	3	4	5
Description of Property or Type of Equipment					
Identification Number					
Date of Purchase or Acquisition					
Total Cost of Property					
CDBG Cost					
CDBG % of Total Cost					
Physical Location					
Condition (New or Used)					
Residual Value					
Disposition Date					
Disposition Amount					
Method of Disposition					

SECTION H - UNMET NEED - FOR DISASTER RECOVERY GRANTS ONLY

Activity #	Activity Name	Units Needed	Funds Needed	Funds Available

SECTION I - CLOSEOUT APPROVAL

All grant recipients must complete this form.

I certify that, to the best of my knowledge, all activities undertaken by the Recipient with funds under this grant agreement have been carried out in accordance with the grant agreement, that proper provision has been made for the payment of all paid costs identified; that the State of Florida is under no obligation to make further payment to the Recipient under the grant agreement in excess of the amount identified on Line K of the STATUS OF ACCOMPLISHMENTS AND EXPENDITURES form submitted with this closeout package; that every statement and amount set forth in this instrument is true and correct as of this date; that all required audits as of this date have been submitted and approved; and I acknowledge that the DCA reserves the right to recover any disallowed costs identified in an audit completed after this closeout.

Chief Elected Official



Signature

Lee Pinkoson, Chair

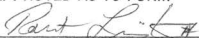
Name and Title

Alachua County

Local Government

Date

APPROVED AS TO FORM



ALACHUA COUNTY ATTORNEY


ATTEST
J. K. IRBY, CLERK

For DCA use only:

Approval of this Closeout Package authorizes the deobligation of unexpended CDBG contract funds in the amount of \$_____.

Division of Housing and Community Development

DCA Finance and Accounting Section

Name and Title

Name and Title

Date

Date

June 14, 2011 Regular BoCC Meeting
Agenda Item #48

Title

Request to advertise CDBG Grant Application Public Hearings (Amended)

Amount

N/A

Description

Advertise public hearings for June 28, 2011 and August 9, 2011 in regard to the FFY 2011 Community Development Block Grant (CDBG) Application Cycle.

Recommendation

Authorize staff to advertise a public hearing for June 28th, 2011 to obtain citizens' input on community development needs and for August 9th, 2011 to obtain citizens' comments on FFY 2011 CDBG application, as a part of the Florida Small Cities CDBG application process.

Alternative(s)

Do not authorize staff to advertise a public hearing for June 28th, 2011, or to advertise a public hearing for August 9, 2011.

Requested By

Tom Webster, Housing Programs Manager

Originating Department

Growth Management

Attachment(s) Description

Notification from State of Florida regarding upcoming Notice of Funding Availability

Documents Requiring Action

None

Executive Summary

Alachua County has the opportunity to apply for a \$750,000 grant to address community development needs in unincorporated Alachua County. Two public hearings are required to apply for funding Florida Small Cities CDBG Grant Application Cycle. One public hearing is required to allow citizen input on community development needs and for the Board to decide for which category of funding to submit an application. The second public hearing is to provide citizens an opportunity to comment on the proposed grant application, and for the Board to approve the CDBG grant application. Applications will be due August 15, 2011.

Background

Staff received notification on May 26th, 2011 that a Notice of Funding Availability (NOFA) is scheduled to be published in the Florida Administrative Weekly on June 3rd, 2011. Per the NOFA, the grant application would open July 1st, 2011 and end August 15th, 2011. Funding will be available to apply for a \$750,000 grant in one of three categories: Housing Rehabilitation, Neighborhood Revitalization, or Commercial Revitalization. The selection of a grant category by the Board at the first public hearing is necessary to direct staff to prepare the appropriate grant application. A meeting of Alachua County's Affordable Advisory Committee, which also serves as its CDBG Citizen Advisory Task Force, is then required to review the application. A draft application would then be considered for Board approval at the second public hearing. Alachua County has successfully

applied for and received seven Small Cities CDBG grants from the State of Florida. Since 1987, Alachua County has received over \$4 million in CDBG funds for Housing Rehabilitation. This program is designed to reduce or eliminate substandard housing in unincorporated Alachua County by correcting minimum housing code violations in homes owned by very low and low income households. Over 150 families have been assisted with this program to date with home repair assistance or in severe cases, with demolition and replacement of substandard homes. CDBG funds are awarded by the U.S. Department of Housing and Urban Development to the State of Florida, which in turn makes the funding available through a competitive process called the Florida Small Cities Community Development Block Grant Program.

Issues

In order to apply for funding in the FFY 2011 CDBG grant application cycle, authorization to advertise two public hearings is necessary. While any local or regional vendor preference does not apply in awarding of CDBG funds (due to federal regulations governing this program), a successful grant application in the amount of \$750,000 would present an economic opportunity for area businesses to supply goods and services related to this grant, depending on the category of funding awarded to Alachua County.

Fiscal Recommendation

While additional points in the application are awarded to local governments providing matching dollars, no match is required to obtain funding. This recommendation has no adverse fiscal impact.

Fiscal Alternative(s)

n/a

Funding Sources

Small Cities Community Development Block Grant

Account Code(s)

Fund 204 is typically the account used for this program.

Attachment: Notification from State of Florida regarding upcoming Notice of Funding Availability for FFY 2011 CDBG Program.pdf

Thomas W. Webster

From: Stefan.Kulakowski@dca.state.fl.us
Sent: Thursday, May 26, 2011 7:54 AM
To: Thomas W. Webster
Cc: Jackie.Dupree@dca.state.fl.us
Subject: Re: FFY 2011 Small Cities CDBG NOFA

Tom,

A NOFA is to be published in the FAW on June 3rd. Per the NOFA the application cycle will open July 1, 2011 and end August 15, 2011.

Stefan A. Kulakowski
 Program Specialist
 Florida Small Cities CDBG Program
 Florida Dept. of Community Affairs
 850-922-1892
 Fax: 850-922-5609

"Thomas W. Webster" <twebster@alachuacounty.us>

05/25/2011 03:56 PM

To "Stefan.Kulakowski@dca.state.fl.us" <Stefan.Kulakowski@dca.state.fl.us>
 cc "Jackie.Dupree@dca.state.fl.us" <Jackie.Dupree@dca.state.fl.us>
 Subject FFY 2011 Small Cities CDBG NOFA

Stefan,

Any word on if and or when funds will become available to apply for Small Cities CDBG funding for FFY 2011? Know you are busy. Our closeout for FFY 2008 is going to the Board for June 14th.

Tom Webster
 Housing Programs Manager
 Alachua County Department of Growth Management
 352 337-6285
twebster@alachuacounty.us

We are committed to maintaining the highest level of service and we value your feedback. Please complete our [Customer Service Survey](#). If you require direct assistance or a response, please [visit our Contact Page](#).

Florida has a broad public records law and all correspondence, including email addresses, may be subject to disclosure.