- Steve Donahey
  Deputy Clerk

SUPPLEMENTAL AGENDA

June 28, 2011

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

ITEMS ADDED TO THE REGULAR AGENDA

- *City of Gainesville/GRU Request for Reconsideration and/or Rehearing on Gainesville Reserve Area Update, per Steve Lachnicht* ***(to follow item # 14)***

Backup ITEM revised

- ***ITEM # 14*** *: Lease Agreement with Holbrook Group, Inc. for Office Space for the Environmental Protection Department, per Chris Bird Revised Contract Attached)*

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

AGENDA SECTION:	Regular/ County Manager CPG	ITEM #:

MEETING DATE:	DATE COMPLETED:	TIME CERTAIN:
6/28/2011	6/24/2011	NO

ITEM DESCRIPTION:	City of Gainesville/GRU Request for Reconsideration and/or Rehearing on Gainesville Reserve Area Update.

REQUESTED BY:	ORIGINATING DEPARTMENT:	PREPARED BY:	Ken Zeichner
Ken Zeichner	Growth Management	PREPARER'S PHONE #:	374-5249

DOCUMENT(S) REQUIRING ACTION:	N/A	AMOUNT:
		$760.00

EXECUTIVE SUMMARY: On June 14, 2011 the Board of County Commissioners conducted a public hearing on the request by the City of Gainesville to designate an updated Reserve Area for the City of Gainesville adding approximately 1653 acres of Paynes Prairie State Preserve which includes as part of the area GRU's Sweetwater Branch/Paynes Prairie Sheetflow Restoration Project, for potential annexation. Following the Public Hearing on June 14th the County Commission voted 3-2 to deny the Resolution designating an updated Reserve Area Boundary for the City of Gainesville. On June 22nd 2011 the County received a "Motion for Reconsideration/and or Rehearing" of this decision with a request that it be placed on the agenda for the June 28th, 2011 Board of County Commissioners meeting (see "Motion for Reconsideration", attached).

BACKGROUND: 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 muncipality may annex. The BAA (Section 225.07, attached) provides for review of Reserve Areas every five years. The last review and update was completed in 2006, and 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 City of Gaineville indicated a desire to change its Reserve Area; after review of those responses March 22nd the County Commission indicated no desire to change the Reserve Areas. At a Public Hearing on April 21st, 2011, the City of Gainesville Commission proposed a change to its Reserve Area to add approximately 1600 acres of Paynes Prairie State Preserve generally south of Waldo Road near the intersection with US 441. In accordance with the BAA, the County Commission conducted a Public Hearing on the the change proposed by the City of Gainesville on June 14th and voted to deny the Resolution designating the updated, expanded Reserve Area Boundary.

On June 22nd the County received the attached "Motion for Reconsideration and/or Rehearing on the Board of County Commission's denial of the City's request" and asked that this be placed on the June 28th BoCC Meeting Agenda. This document refers to Rule 28 ("Reconsideration of Action Previously Taken") and Rule 29 ("Rescinding Action Previously Taken') of the County Commission's Rules and Procedures (attached for reference) and "requests the opportunity to address questions and concerns raised by the Board in denying the request" and provides information on the Sweetwater Branch/Paynes Prairie Sheetflow Restoration Project ("Project")" describing the Project (pp. 2-3), noting the actual Project site totals 260 acres and that it occupies portions of the parcels of Paynes Prairie State Preserve consisting of 1,653 acres; it's noted that "the City cannot subdivide these parcels because they are not owned by the City" and that "therefore, the City must include all 1,653 acres in its Reserve Area." The submission by GRU also says "The City is not requesting any parcels be included that are not occupied by the project...." In phone conversations by County Staff with David Richardson of GRU on this aspect of the issue, Mr. Richardson has indicated that if it were legal to define through map and legal description just the Project site for inclusion within the City of Gainesville's Reserve Area, that would meet GRU's objectives. There is nothing in the Boundary Adjustment

Act that would preclude this. The attached "Motion" from GRU also discusses how the area "meets the criteria in the Act for inclusion in the City's Reserve Area" (p.3) and the "importance of the project being in the City's urban reserve area" (pp. 4-5). This includes reference to discussion of the project site and the Gainesville Reserve Area in a "Memorandum of Understanding between the City of Gainesville and the Florida Department of Enviornmental Protection" dated July 7, 2009; a copy of that Memorandum, which discusses the topic of Annexation in Section IV, page 3 is attached for reference. Lastly, the Motion from GRU "requests that the Board rescind its action of June 14th, 2011 denying the City's requested modifications to its Urban Reserve Area and vote to adopt the Resolution designating the updated Reserve Area boundary for the City". (p. 5)

There are questions about whether Rule 28 and 29 of the Commission's Rules of Procedure would be applicable to this particular situation involving an action taken following an advertised Public Hearing at a prior Commission meeting, as well as issues related to process and public notice under the BAA including among other things the specific Public Notice requirements in the BAA for publication of notice "at least once a week for two consecutive weeks immediately preceding the date of the public hearing" as well requirements for notification of municipalities and the Regional Planning Council. For the June 14th Public Hearing, all the municipalities in the County were sent copies of the notice of the hearing with information on the proposed change, and advertisements were published twice at a cost to the County of approximately $760.

Section 225.05(8) of the BAA provides that the final designation of reserve areas and statement of services adopted by the County shall be effective 61 days after its adoption, unless such designation is challenged by the filing of a petition for administrative hearing or arbitration within the 61 day period. Section 225.05(6) of the BAA also provides for "informal negotiation or mediation, assisted upon request, by the Regional Planning Council or other mediator mutually acceptable" to the parties "to eliminate any conflicts or overlaps in the proposed reserve area designations...."

OPTIONS

Given the above, some options for consideration by the County Commission in response to the request from GRU include:

1) Denial of the request for reconsideration as a matter of process and/or based on affirmation of the Board's decision that there should be no change in the Reserve Area designated in 2006 for the City of Gainesville (or other muncipalities) as part of this five year review and the current reserve areas should remain in place until the next five year review in 2016;

2) If GRU and the City of Gainesville wish to propose a modified addition to the Reserve Area consisting of just the 260 Acre Sheetflow Project Site, authorize advertisment of another Public Hearing on that proposal.

Other options could include authorization of advertisement of another Public Hearing on the original request to add the 1653 acres to the Reserve Area by the City of Gainesville/GRU with appropriate action relative to the 3-2 Board vote against the Resolution to designate a revised Reserve Area including the 1653 acres as necessary based on the Board's Rules of Procedure. Negotiation or mediation could be another option.

ISSUES: 1)What action should the Board of County Commissioners take in response to the June 22nd request from Gainesville Regional Utitilies for reconsideration of the decision on June 14th, 2011 to deny the designation of an updated Reserve Area as requested by the City of Gainesville?

2) If the Board decides to authorize advertisement of another Public Hearing on this matter, should the City of Gainesville/GRU be asked to pay the costs ($760) of advertisement of that Hearing?

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

ACTION

Recommendation: Receive Report and provide direction

Alternative #1: NA

FISCAL IMPACT

Recommendation: Request City of Gainesville to pay applicable cost of advertising.

Alternative #1: County absorbs cost of advertising.

Funding Sources: General Fund

Account Code: 001-6500-554.49-04

ATTACHMENTS: Gainesville Motion for Reconsideration dated June 22, 2011; Memorandum of Understanding Between the City of Gainesville, the State of Florida Deparment of Environmental Protection, etc. dated July 7, 2009; Maps showing Proposed Reserve Area Considered at June 14th, 2011 County Commission Meeting and proposed Sheetflow Restoration Project area and Easement; BoCC Rules of Procedure # 28 and 29; Boundary Adjustment Act Excerpts.

SUGGESTED REFERENCE MATERIAL: Materials from June 14, 2011 BoCC Public Hearing on Gainesville proposed update of Reserve Area (Agenda Item #28).

DEPARTMENT DIRECTOR	OMB & CONTRACTS	AGENDA OFFICE	LEGAL	COUNTY MANAGER

COMMISSION ACTION
APPROVED _____ **DENIED** _____
Additional Action: _____

REVISED: February 6, 2004

GRU
More than Energy™

GAINESVILLE REGIONAL UTILITIES

Water & Wastewater Systems

June 22, 2011

Lee Pinkoson
County Chair
Alachua County Board of County Commissioners
P.O. Box 2877
Gainesville, FL 32602-2877

JUN 22 2011
COUNTY MANAGER

Randall H. Reid
County Manager
P.O. Box 2877
Gainesville, FL 32602-2877

Dear Sirs:

Please find enclosed a Motion for Reconsideration and/or Rehearing on the Board of County Commission's denial of the City's request to add certain property to the City's Urban Reserve Area. Pursuant to the Board's rules, we would ask that this Motion be placed on the Board's next regular Commission meeting to be held on June 28, 2011.

Sincerely,

David M. Richardson,
Assistant General Manager
Water/Wastewater Systems
Gainesville Regional Utilities

cc: Dave Wagner, County Attorney

Enclosure

P.O. Box 147117, Station A122, Gainesville, Florida 32614-7117, Phone: (352) 393-1600 Fax: (352) 334-2752

CITY OF GAINESVILLE'S MOTION FOR RECONSIDERATION AND/OR REHEARING

Pursuant to Rules 28 and 29 of the Alachua County Board of County Commission's ("Board") Rules and Procedures, the City of Gainesville ("City") respectfully requests reconsideration and/or rehearing of this Board's decision to deny the City's Proposed Modifications to the City's Urban Reserve Area to include the Project as outlined below. The City requests the opportunity to address questions and concerns raised by this Board in denying the request. The City requests that this Motion be heard at this Board's next regular Commission meeting to be held on June 28, 2011.

Background

The Alachua County Boundary Adjustment Act ("the Act") sets forth the procedures for establishing municipal reserve areas and for adjusting the boundaries of municipalities through annexation. The Act allows the municipalities to request a change to their urban reserve area on a five year cycle after the initial designation. 2011 is the year for this review. Accordingly, at a public hearing in April 2011, the Gainesville City Commission voted to request a change in its urban reserve area to add the area that includes the Sweetwater Branch/Paynes Prairie Sheetflow Restoration Project ("Project"). The next year for review and the next opportunity for the City to request a change to its reserve area will not be until 2016. It is only after the area is placed into the urban reserve area that a city may consider the area for annexation.

The Project

The natural sheetflow of Sweetwater Branch and Tumblin Creek onto the Prairie was disrupted by ranchers in the 1930s, when they constructed a ditch to drain portions of the Prairie to expand grazing areas. The ditch diverts the Sweetwater Branch flow directly to Alachua Sink, and has resulted in the draining of over 1,300 acres of wetlands. In addition, the direct connection of Sweetwater Branch to Alachua Sink provides a direct conduit into the Floridan Aquifer. This channelization of Sweetwater Branch through the Prairie has prevented the natural removal of nutrients and has depreciated the water quality in Alachua Sink.

Since most of the urban development in the Sweetwater Branch drainage area occurred long before modern stormwater management and other pollution control regulations, Sweetwater Branch, and in turn the Prairie, have also been heavily impacted by stormwater runoff. The Main Street Water Reclamation Facility also discharges treated effluent to Sweetwater Branch and is the main contributor of nutrients to the stream.

The City is working with the Florida Department of Environmental Protection, the St. Johns Water Management District, the Florida Department of Transportation and Alachua County to reestablish the natural sheet flow of low nutrient water from Sweetwater Branch onto Paynes Prairie. The plan for re-establishing sheetflow of high quality, low nutrient water on Paynes Prairie includes upgrades to the Main Street Wastewater Reclamation Facility to optimize phosphorus removal. The Project will include facilities to remove trash and sediment from the Sweetwater Branch flow. A 125 acre man made wetland, built to optimize treatment, will treat the flow from Sweetwater Branch before it is discharged onto the Prairie. Two miles of agricultural drainage canals will be filled so that wetland hydrology can be restored.

Preliminary Development Approval was granted for the Project by this Board on March 23, 2010. The Project will meet the City's regulatory requirements to reduce nutrient discharges to Alachua Sink under the EPA and State Total Maximum Daily Load (TMDL) program. The goals of the Project are to improve water quality in Alachua Sink, rehydrate 1,300 acres of wetlands on Paynes Prairie with high quality water, protect the Floridan aquifer, add new conservation lands to Paynes Prairie Preserve State Park, and provide new opportunities for passive recreation and environmental education. Alachua County Environmental Protection Department is supportive of the Project and its goals.

Why the City Requests 1,653 Acres for its Urban Reserve Area

Although the actual Project site totals 260 acres, the Project occupies portions of all the parcels that the City is seeking to include in its Urban Reserve Area which total 1,653 acres. The City cannot subdivide these parcels because they are not owned by the City. Therefore, the City must include all 1,653 acres in its Urban Reserve Area. The City is not requesting any parcels be included that are not occupied by the Project, with the exception of a small parcel that would otherwise create an enclave.

The Area on Which the Project Will Be Located Meets the Criteria in the Act for Inclusion in the City's Urban Reserve Area.

The area proposed for inclusion in the urban reserve area meets the "urban in character" criteria as described in the Act. "Urban in character" includes areas used for urban recreational or conservation parklands or governmental purposes or areas 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. Clearly, this Project, in providing passive recreation, environmental education, conservation, and the governmental and public health purpose of water quality protection, meets these criteria.

Importance of the Project Being in the City's Urban Reserve Area

As stated earlier, if the Project is not included in the City's Urban Reserve Area in this cycle, it will be 2016 before the City can make the request again. Annexation of the area can only be considered if it is in the City's Urban Reserve Area.

The City anticipates beginning construction of the Project in the Spring of 2012. The Project will be substantially completed in 2014. The Project is a significant monetary investment estimated to cost $26 million. The City's portion of the cost for the Project will be in the $20 to $23 million dollar range, obviously the vast majority of the cost for the Project. This Project is the single largest project in terms of expense that the City's wastewater system has undertaken. Due to these factors it is important to the City of Gainesville that the Project site be included within Gainesville's Urban Reserve Area.

Inclusion of the Project site into the Gainesville Urban Reserve boundary is a topic included in a Memorandum of Understanding between the City of Gainesville and the Florida Department of Recreation and Parks ("DRP") that is dated July 7, 2009. It was understood by the DRP that the City of Gainesville intended to apply to extend its Urban Reserve boundary to include the Project area at the next opportunity. DRP does not object to the Project area being included in Gainesville's Urban reserve.

The public use area of the Sweetwater Branch/Paynes Prairie Sheetflow Restoration Project will be served by Gainesville Regional Utilities potable water. The on-site residence is planned to provide a Gainesville Police Department law enforcement presence and after hours surveillance. The Project will provide additional park and recreation facilities for residents and visitors to the area. Annexation will also provide a strong message to park visitors and nearby

residents that operation and maintenance of the facility is clearly a City of Gainesville responsibility.

Remedy

On a motion for rehearing or reconsideration, the Board can take additional testimony, reconsider its decision and enter a new decision. The City respectfully requests that the Board rescind its action of June 14, 2011 denying the City's requested modifications to its Urban Reserve Area and vote to adopt the Resolution designating the updated Reserve Area Boundary for the City.

Respectfully submitted

David M. Richardson
Assistant General Manager
Water/Wastewater Systems
Gainesville Regional Utilities

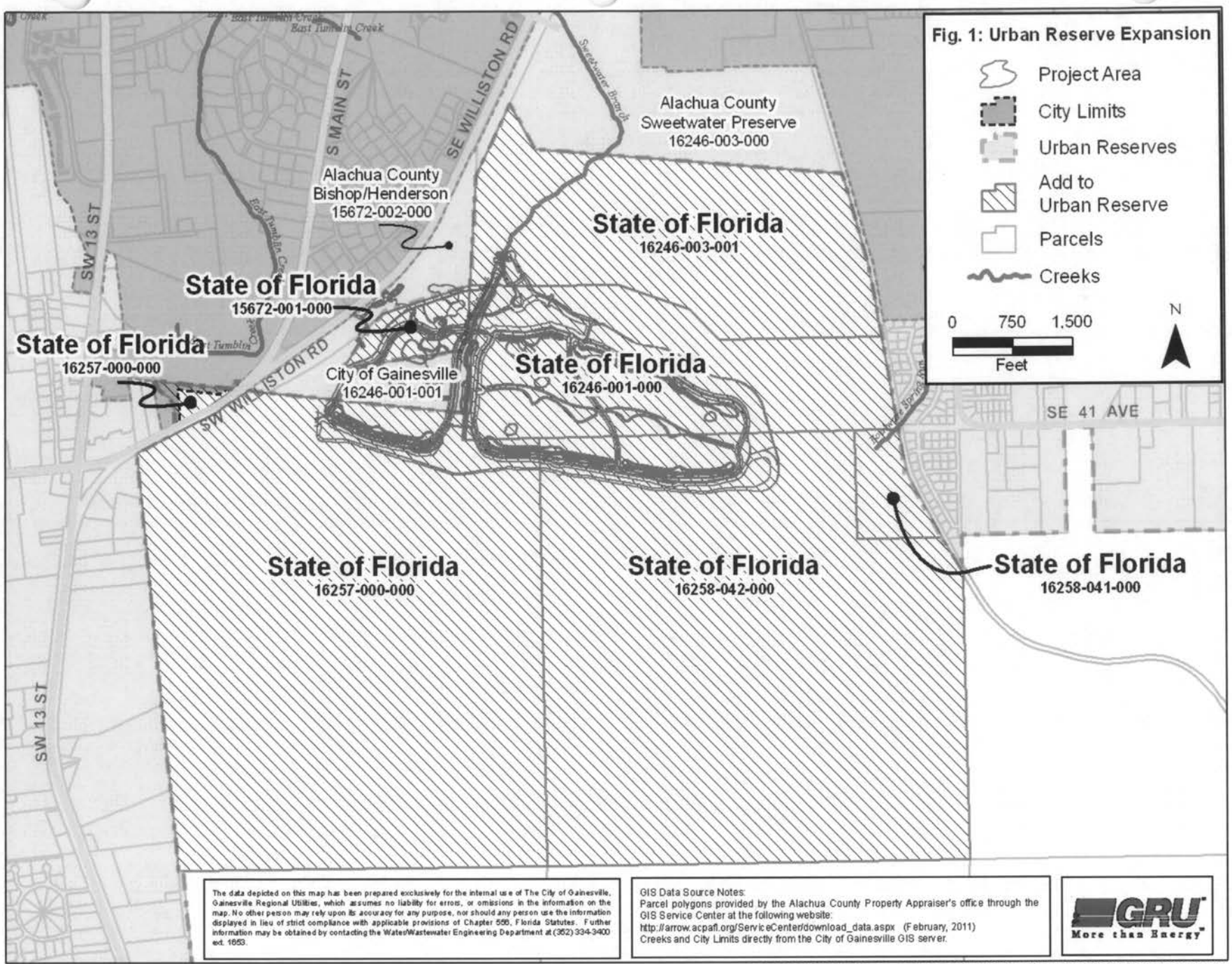
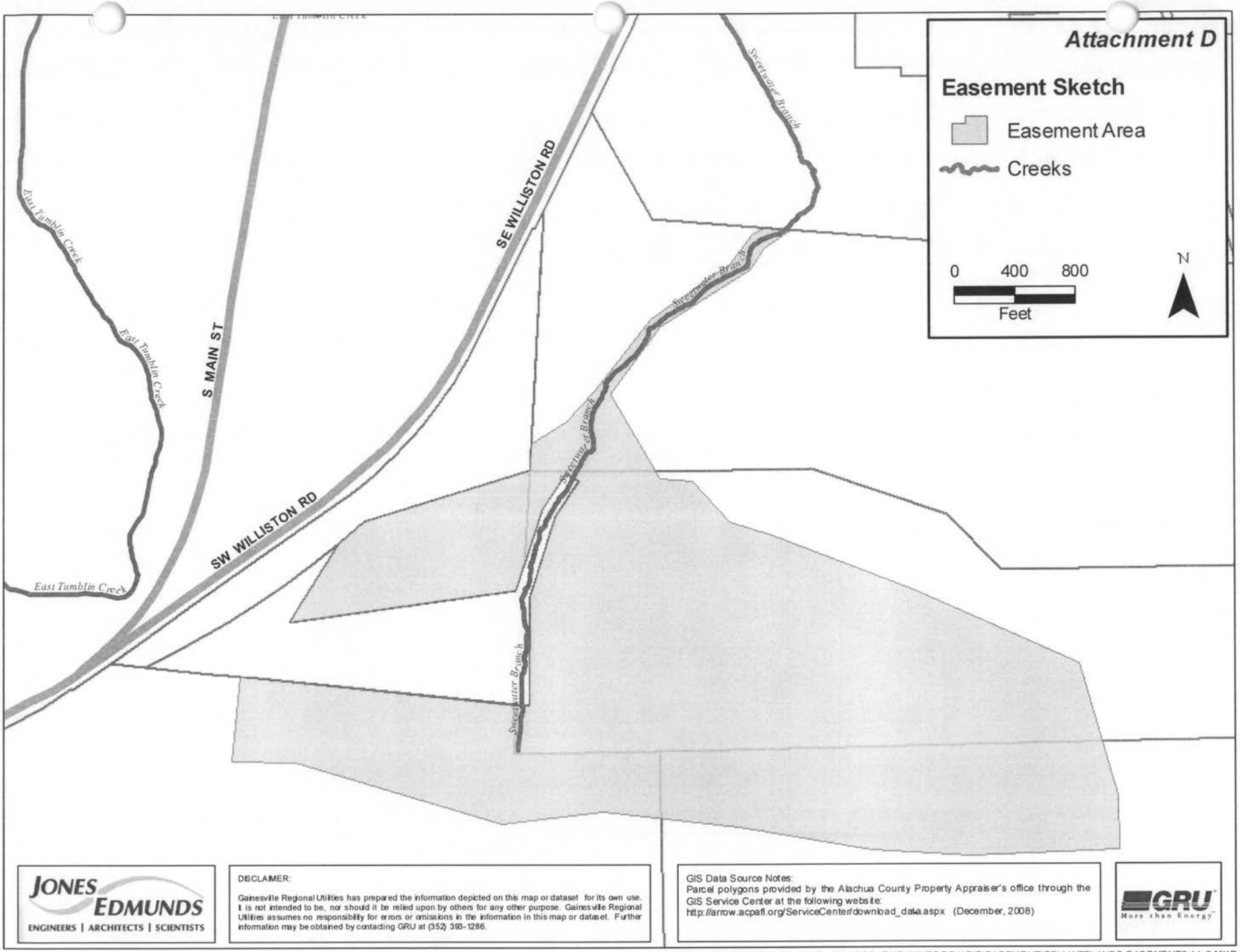


Fig. 1: Urban Reserve Expansion
Project Area
City Limits
Urban Reserves
Add to Urban Reserve
Parcels
Creeks
0 750 1,500
Feet
N
Alachua County Sweetwater Preserve 16246-003-000
Alachua County Bishop/Henderson 15672-002-000
State of Florida 16246-003-001
State of Florida 15672-001-000
State of Florida 16257-000-000
City of Gainesville 16246-001-001
State of Florida 16246-001-000
State of Florida 16257-000-000
State of Florida 16258-042-000
State of Florida 16258-041-000
S MAIN ST
SE WILLISTON RD
SW WILLISTON RD
SW 13 ST
SE 41 AVE
East Tumblin Creek
Sweetwater Branch
The data depicted on this map has been prepared exclusively for the internal use of The City of Gainesville, Gainesville Regional Utilities, which assumes no liability for errors, or omissions in the information on the map. No other person may rely upon its accuracy for any purpose, nor should any person use the information displayed in lieu of strict compliance with applicable provisions of Chapter 556, Florida Statutes. Further information may be obtained by contacting the Water/Wastewater Engineering Department at (352) 334-3400 ext. 1653.
GIS Data Source Notes:
Parcel polygons provided by the Alachua County Property Appraiser's office through the GIS Service Center at the following website:
http://arrow.acpafl.org/ServiceCenter/download_data.aspx (February, 2011)
Creeks and City Limits directly from the City of Gainesville GIS server.
GRU
More than Energy
PLOTTED 06/20/2011 BY C.A.O. D:\ARCDATA\PAYNES PRAIRIE\URB RESERVE REQUEST3 11x8.MXD



JONES EDMUNDS
ENGINEERS | ARCHITECTS | SCIENTISTS

DISCLAIMER:

Gainesville Regional Utilities has prepared the information depicted on this map or dataset for its own use. It is not intended to be, nor should it be relied upon by others for any other purpose. Gainesville Regional Utilities assumes no responsibility for errors or omissions in the information in this map or dataset. Further information may be obtained by contacting GRU at (352) 393-1286.

GIS Data Source Notes:
Parcel polygons provided by the Alachua County Property Appraiser's office through the GIS Service Center at the following website:
http://arrow.acpafl.org/ServiceCenter/download_data.aspx (December, 2008)

GRU
More than Energy

PLOTTED 06/15/2009 BY C.A.O. D:\ARCDATA\PAYNES PRAIRIE\EASEMENT\GRU WETLANDS EASEMENT2 11x8.MXD

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

Rules of Procedure

Approved by Resolution #2011-51 on 5/24/2011

28: Reconsideration of Action Previously Taken. A motion to reconsider enables the Commission to set aside a vote on a main motion taken at the same meeting, and to consider that motion again as though no vote had been taken on it.

(a) A motion to reconsider shall be allowed at any time by any Commissioner during a meeting, except when a motion on some other subject is pending. No motion by any Commissioner to reconsider shall be made more than once on any subject at the same meeting.

(b) Upon passage of a motion to reconsider, no substantive action on the matter may be taken until a subsequent meeting so that the public and media may be on notice of the matter to be reconsidered. The subject matter shall be scheduled for the next regular Commission meeting for any action the Commission deems advisable.

29: Rescinding Action Previously Taken. Commission action may be rescinded by a 4/5ths vote. After a motion to reconsider has been adopted by a majority vote, any Commissioner may, at the next regular Commission meeting, move to rescind action previously taken.

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.

(10) *Newspaper of general circulation* means a newspaper printed in the language most commonly spoken in the area within which it circulates, which is readily available for purchase by all inhabitants in its area of circulation, but does not include a newspaper intended primarily for members of a particular professional or occupational group, a newspaper whose primary function is to carry legal notices, or a newspaper that is given away primarily to distribute advertising.

(12) *Public notice* means 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.

(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.

MEMORANDUM OF UNDERSTANDING
between the City of Gainesville, the State of Florida Department of Environmental Protection, Division of Recreation and Parks, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the St. Johns River Water Management District for the Paynes Prairie Sheetflow Restoration Project

I. Purpose of Memorandum of Understanding (MOU):

The City of Gainesville ("COG"), State of Florida Department of Environmental Protection, Division of Recreation and Parks ("DRP"), the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("BTIITF"), and St. Johns River Water Management District ("SJRWMD") are undertaking a cooperative effort to implement the Paynes Prairie Sheetflow Restoration Project ("the Project"). The goal of the Project is to restore approximately 1,300 acres of degraded wetlands and improve the water quality in Alachua Sink, all located within Paynes Prairie Preserve State Park ("the Park"), by re-establishing sheetflow of high quality, low-nutrient water from Sweetwater Branch into the Park. The Project is further described in *A Conceptual Plan for Sweetwater Branch/Paynes Prairie Sheetflow Restoration* ("the Conceptual Plan"), contained in Attachment "A", and attached hereto and made a part hereof. The purpose of this MOU is to set forth the responsibilities of parties in implementing the Project.

II. Land Transfers:

a. COG and BTIITF agree to the terms and conditions approved in the Acquisition and Restoration Council agenda item dated February 13, 2009, and attached hereto as Attachment "B".

b. COG and SJRWMD shall convey 183.97 acres to the BTIIFT ("the western two-thirds of the Edwards Tract") as depicted in Attachment "C".

c. BTIITF will grant to COG a non-exclusive easement to construct, operate and maintain facilities to improve the water quality and hydrology of Paynes Prairie over the 225 acres within the Park as depicted in Attachment "D" ("Easement Area"). The term of the easement shall be for as long as the easement is used and maintained for the purpose for which it is granted.

d. In the event COG acquires fee title to that portion of a certain property currently owned by Alachua County and located immediately adjacent to the Easement Area, as shown in Attachment "E", to facilitate access to and/or public use of the Project, DRP

agrees to relinquish its leasehold interest in that portion of the property within six months after giving Alachua County notice of its intent to do so, in accordance with its lease agreement dated May 8, 2007.

Project Design, Permitting & Construction:

1. **COG Responsibilities:**
   a. Design, permit, construct and fund the Main Street Wastewater Reclamation Facility (MSWRF) Enhancements, Sweetwater Branch Upstream Channel Enhancements, Sweetwater Branch Enhancement Wetland, and Sheetflow Distribution Channel. The COG will provide opportunity for DRP to participate in the design process (excluding the design of the MSWRF Enhancements) as appropriate to ensure the design is consistent the Project objectives outlined in the Conceptual Plan.

   b. Provide engineering support, which includes; surveying; soils testing; volume determinations; and engineering estimate of the fill volume to be removed in order to restore the canal to the level of the surrounding terrain; construction contract administration and fund Sweetwater Canal Restoration located within the Park.

   c. Dispose of unsuitable and/or excess fill material offsite, subject to DRP approval. However, excess fill material from the Sweetwater Canal may be used by COG for construction within the Easement Area, if suitable.

   d. Request that SJRWMD incorporate into the Environmental Resource Permit for the Project the following water quality criteria at the point of discharge from the Sheetflow Distribution Channel to the Paynes Prairie Sheetflow Restoration Area:
      i. Rolling 5-year Average for Total Nitrogen: 3 mg/l
      ii. Rolling 5-year Average for Total Potassium: 0.3 mg/l

2. **DRP Responsibilities:**
   a. Permit and provide construction management for the Sweetwater Canal Restoration portion of the Project. The scope of work for this portion will be mutually acceptable to both DRP and COG.

   b. Make available to COG any excess fill material from the Sweetwater Canal Restoration site to be used for construction within the Easement Area.

   c. To the extent possible, pursue grant funding for the Sweetwater Canal Restoration portion of the Project.

III. Operation and Management :

1. COG Responsibilities:

a. Operate and maintain all property and facilities within the Easement Area, including but not limited to monitoring and managing vegetation, structures and water quality as required to ensure that the system functions properly and meets water quality criteria, as outlined above. This also includes maintenance of a 20 foot wide corridor south of the Distribution Channel (also located within the Easement Area).

b. Conduct periodic water quality sampling at the Sheetflow Distribution Channel. COG will also perform process monitoring within the enhanced wetland system which is reasonable and appropriate, based on COG's discretion, to ensure that the system is functioning properly and to allow appropriate management actions be taken to ensure that the water quality criteria are being met;

c. Conduct water quality analysis of samples collected by DRP from the Sheetflow Restoration Area. Water quality analyses will be limited to parameters which are relevant to evaluating the performance of the project, and are within COG normal in-house analytical capabilities. The selection specific parameters to be analyzed and the schedule for sampling by COG will be mutually acceptable to COG and DRP.

2. DRP Responsibilities:

a. Manage the Sheetflow Restoration Area and the restored Sweetwater Canal area, including vegetation management.

b. Collect water quality samples within the Sheetflow Restoration Area, as deemed necessary by DRP. The schedule for water quality sampling collected within the Sheetflow Restoration Area will be coordinated with COG.

IV. Annexation of Project Site:

At such time as the Urban Reserve Boundary for Alachua County is adjusted to include the Easement Area, DRP agrees to review an application prepared by COG for the annexation of the Easement Area into the corporate limits of the City of Gainesville. COG understands and acknowledges that DRP cannot commit to a voluntary annexation because DRP is not the fee owner of the Easement Area.

V. Amendments to MOU:
Amendments to this MOU shall be in writing and approved by all parties.

IN WITNESS WHEREOF, the parties have caused this use agreement to be executed on the day and first above written.

CITY OF GAINESVILLE

Janice J. Henley
Signature of Witness

By: _____ **(SEAL)**
Robert E. Hunzinger, General Manager for Utilities

Janice J. Henley
Print/Type Witness Name

Rita K. Strother
Signature of Witness

Rita K. Strother
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 30 day of June, 2009, by _____, by Robert. E. Hunzinger, General Manager for Utilities, on behalf of the City of Gainesville. He/she is personally known to me.

Rita K. Strother
Notary Public, State of Florida

Rita K. Strother
Print/Type Notary Name

RITA K. STROTHER
Commission DD 767967
Expires May 12, 2012
Bonded Thru Troy Fain Insurance 800-385-7019

Commission Number: DD767967

Commission Expires: May 12, 2012

Approved as to Form and Legality

_____
City Attorney

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Jessica M. Longhi
Signature of Witness

By: Kirby B. Green III (SEAL)
Kirby B. Green III, Executive Director

Jessica M. Longhi
Print/Type Witness Name

Sharon G. Carlin
Signature of Witness

SHARON G. CARLIN
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 30th day of June, 2009, by ____, by Kirby Green III, Executive Director, on behalf of the St. Johns River Water Management District. He/she is personally known to me.

Sharon G. Carlin
Notary Public, State of Florida

SHARON G. CARLIN
MY COMMISSION # DD 801765
EXPIRES: October 29, 2012
Bonded Thru Notary Public Underwriters

SHARON G. CARLIN
Print/Type Notary Name

Commission Number: DD 801765

Commission Expires: 10/29/2012

FOR USE AND RELIANCE ONLY BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, LEGAL FORM AND CONTENT APPROVED:

By: _____
Donald F. Wright, Esquire

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS

Signature of Witness

By _____ (SEAL)
Albert G. Gregory, Chief
Office of Park Planning

Wileen Footman
Print/Type Witness Name

Signature of Witness

PENELOPE ROLLESTON
Print/Type Witness Name

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this 16 day of July, 2009, by Albert Gregory as Chief, Office of Park Planning, on behalf of the Division of Recreation and Parks, Department of Environmental Protection. He/She is personally known to me.

Notary Public, State of Florida

Wileen Footman
Print/Type Notary Name

Commission Number:

Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Wileen Footman
Commission # DD789212
Expires: MAY 15, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: _____ (SEAL)
SCOTT WOOLAM, CHIEF, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Victoria F. Thompson
Signature of Witness

Victoria F. Thompson
Print/Type Witness Name

Judy Woodard
Signature of Witness

Judy Woodard
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 7th day of July, 2009, by Scott Woolam as Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He/She is personally known to me.

Diane C. Rogowski
Notary Public, State of Florida

Print/Type Notary Name: Diane C. Rogowski

Commission Number: Commission # DD539673
Expires May 24, 2010
Bonded Thru Troy Fain - Insurance, Inc 800-385-7019

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

ALACHUA COUNTY AND HOLBROOK GROUP INC.
LEASE FOR SEAGLE ANNEX

THIS AGREEMENT, made and entered into this _____day of _____, 2011, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Tenant", and Holbrook Group Inc., doing business at 1740 NW 12th Road, Gainesville, Florida, 32605 hereinafter referred to as the "Landlord".

WITNESSETH:

FOR AND IN CONSIDERATION of the rents, covenants, agreements, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. The Premises. The Landlord leases and rents to the Tenant and Tenant leases and rents from the Landlord ground level office space at the Seagle Building Annex, located at 408 W. University Ave, Gainesville, Alachua County, Florida, encompassing approximately seven thousand (7,000) square feet of space.

2. Term. The term of this lease shall begin August 1, 2011, and end September 30, 2016. Beginning August 1, 2011, Tenant may utilize the Premises for all purposes, except that Tenant may not conduct business with the general public on the Premises until October 1, 2011.

3. Renewal. The Tenant shall have the option to renew this lease for up to four one-year periods at the same terms and conditions as outlined herein. The Tenant shall provide written notice 90 days prior the expiration of this lease to the Landlord of its intent to exercise its option to renew.

4. Rent. Tenant shall pay no rent for August, 2011, and September 2011.

Beginning October 1, 2011, Tenant agrees to pay the Landlord monthly rental payments of Eight Thousand One Hundred and Sixty Six Dollars ($8,166.00). All rental payments shall be due on the first day of each month. The Tenant shall submit monthly rental payments to Holbrook Group Inc. and shall mail the rental payments to the Landlord at 1740 NW 12th Road, Gainesville, Florida, 32605. The Tenant shall make all subsequent rental payments on or before the first day of each month. The Tenant certifies that, as a governmental entity, it is exempt from state sales tax. The Tenant's tax exempt number is 11-06-024077-53C. Landlord may increase the annual rent, not to exceed the annual change in the Consumer Price Index or three percent, whichever is less, beginning with the first year of Lease renewal.

5. Alterations and Improvements.

a. Landlord shall make the improvements as specified in Exhibit "A" and "B" at no additional charge. Tenant, upon agreement of the Landlord, may modify these improvements with the written approval of the County Environmental Protection Department Director and Facilities Manager, provided said modifications do not alter the rent. The Tenant reserves the right to make alternations to the leased premises during the term of the lease with written approval of the Landlord. Approval shall not be unreasonably withheld. Tenant shall also have the right to make alteration to the premises, subject to approval of the landlord, prior to the date of useful occupancy. The landlord shall provide reasonable access for the County and its contractors to the premises.

b. At the termination of the lease term by lapse of time or otherwise, the Tenant shall have the right to remove all personal property and fixtures of the Tenant brought onto or into the premises by the Tenant or at the expense of the Tenant.

c. Tenant is allowed to install conduit into the building and install optical

fiber throughout the building as necessary. Tenant will notify Landlord of its cable design and installation plan. The landlord may request reasonable modification to such plans and may provide a recommendation as to the location of the fiber. Tenant may remove this equipment upon termination of this Lease.

d. Tenant may utilize the existing conduit in the building for its communications and data needs. Tenant may attach communications equipment to the roof of the Seagle Building or the Seagle Building Annex subject to approval of the Landlord and in accordance with all building codes and, regulations. Approval shall not be unreasonably withheld. Any fiber, wire or conduit or communications equipment installed by Tenant may be removed by Tenant upon termination of the lease. Landlord understands that the ability to connect this communications equipment is necessary for the proper use of the Premises by Tenant and Landlord shall make every reasonable effort to accommodate Tenant's needs and requests. Tenant may remove this equipment upon termination of this lease.

e. Tenant shall pay for any required permits for modifications or alternation made by the Tenant.

f. The Landlord is authorized to modify the build out specified in Exhibit B with approval of the County Facility Manager and County Environmental Protection Director provided said modifications do not increase the lease rate set forth in Section 4

6. Use of Premises. The Tenant shall use the premises for Alachua County business activities and any other activities deemed necessary by the County to conduct business of the County or its Constitutional Officers.

7. Compliance with Law. The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the leased space. The

Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to the zoning, construction, handicap requirements as provided for in Chapter 553, Part V, Florida Statutes, and maintenance of the property. The Landlord shall be responsible for the provision, maintenance, and repair of all fire protection equipment necessary to conform with city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.

8. Surrender of Premises. Upon termination of the lease term, by lapse of time or otherwise, the Tenant shall surrender the premises in as good a condition as the same was received at the commencement of the lease term, with signs of reasonable use, wear, tear, and damage excepted.

9. Services and Repairs. The Landlord and the Tenant acknowledge the following conditions and agree that services shall be provided by the Landlord and the Tenant as follows:

a. Landlord shall maintain the exterior of the building, the landscaped areas, the heating and air conditioning equipment, the plumbing equipment and the electrical and mechanical equipment and all common areas.

b. Landlord shall provide in a timely manner for the maintenance, repairs and replacement of any building equipment.

c. Landlord shall be responsible for replacing expired light bulbs and the timely replacement of HVAC filters.

d. Landlord shall maintain the roof, structure, structural supports, floor covering, ceiling tiles, doors, locks, and windows. Landlord shall keep the building envelope

sealed against moisture and vermin.

e. Tenant is responsible for maintaining communication and data wiring, within leased space. Tenant is responsible for providing hardware, such as telephones, computers, file servers, and associated switching equipment. Tenant shall maintain any other Tenant installed wiring.

f. Tenant and its guests have the non-exclusive right to parking in the adjacent Seagle Building parking lots. Tenant shall park as directed by the Landlord for the optimization of parking. Landlord shall designate and maintain a physically secure parking area for fifteen (15) County owned vehicles that shall be allowed to park 24 hours a day, seven days a week. At a minimum, this secure parking area shall include security fencing and a lockable entrance and exit gate. Landlord shall provide Tenant with access to enter and exit the secure parking area 24 hours a day, seven days a week.

g. Tenant shall have sole authority over the control of temperature in the leased area, but shall exercise reasonable energy practices.

h. Tenant shall be liable for any damage to the building or any part thereof caused by the negligence of willful actions of the Tenant, the Tenant's employees, or guests. The Tenant shall promptly repair such damage. If the Tenant fails to repair such damage, the Landlord shall do so at the expense of the Tenant and the cost thereof shall be treated as additional rent due hereunder; provided however, that the Landlord shall provide the Tenant with prior written notice of the estimated cost of repair prior to the Landlord performing such repair, unless such repair is reasonably required to prevent other immediate damage to the building and there is insufficient time to provide such notice.

i. The Tenant shall be responsible for decorating or redecorating the space

exclusively occupied by the Tenant after commencing occupancy.

10. Utilities. Landlord shall pay all electrical, gas, water, sewer and refuse charges. Tenant shall contract for recyclable paper pick-up. Tenant shall be responsible for shredding or other security measures for confidential refuse.

a. Tenant shall provide any access control or electronic security for the Tenant occupied space.

11. Janitorial Landlord shall provide janitorial services for the space exclusively occupied by the Tenant, as well as for common areas.

12. Pest Control Landlord shall provide pest control services.

13. Inspection. The Landlord or its representatives, successors, or assigns shall have access to the premises at all reasonable times for the purpose of inspecting the premises or taking such action as may be necessary to protect the premises from loss or damage; provided, however that the Landlord's right of entry and inspection shall be subject to security requirements of the Tenant. The Landlord agrees to provide reasonable and adequate advance notice to the Tenant of any inspection and the Tenant shall have the right to have a staff member present during any inspection. Notice shall be provided to both the Alachua County Environmental Protection Department and the Alachua County Facilities Management Division, except in case of an emergency where the Premises or Tenant's property is at immediate risk of damage.

14. Title Status. The Landlord represents that it owns the premises in fee-simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the premises, and that it has the full right, power, and authority to enter into this lease for the term herein granted.

15. Insurance. The Landlord shall obtain fire and extended coverage insurance upon

the leasehold premises and Landlord's improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the premises. The Tenant is responsible for its property.

16. Assignments. This lease is inferior to any mortgage now on or which may be placed on the land or building by the Landlord. The Tenant will recognize as its Landlord under this lease and attorn to any persons succeeding to the interest of the Landlord under this lease in the event of foreclosure of any mortgage or the execution of any deed in lieu of such foreclosure. This provision is self operative and no further document is required unless requested by any mortgagee. If so requested, Tenant shall execute and deliver an instrument or instruments confirming its attornment as provided herein at no cost; provided, however, that no such mortgagee or successor in interest shall be bound by any payment of rent for more than one month in advance, or any amendment or modification of this lease made without the express written consent of such mortgagee. If Tenant shall refuse or fail to execute, acknowledge, and deliver such document, Tenant herby irrevocably appoints Landlord as Tenant's attorney-in-fact for ratifying all Landlord's acts pursuant to this section.

17. Sublease. Tenant may sublease all or part of the premises and shall provide notice to the Landlord.

18. Non-Waiver. The failure of any party to exercise any right in this Agreement will not waive such right.

19. Cumulative Remedies. All of the rights, powers, and privileges conferred by this lease upon the parties shall be cumulative and in addition to those otherwise provided by law, and shall not be deemed to preclude those rights and remedies provided by law.

20. Entire Agreement, Modification and Waiver. This lease contains the entire agreement of the parties and supersedes all prior agreements. No amendment or modification of this lease shall be valid unless and until the same is reduced in writing and executed by both parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this lease.

21. Signs. Tenant shall have the right to install a sign on the exterior of the Seagle Building Annex and a free standing sign near the parking lot entrance to the leased space. All signage must be approved by Landlord and be consistent and appropriate to the signage of the rest of the building. Signs must be removed by Tenant at the end of the lease. Damage caused by the erection or removal shall be paid by Tenant. Tenant shall pay for signage.

22. Landlord's Covenant of Quiet Enjoyment. So long as the Tenant is not in default under the conditions, and during the term of this lease and any extension of said term, the Tenant's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by anyone claiming by, through, or under the Landlord.

23. Police Security. Tenant agrees that Landlord has no duty to provide police or security guards. The decision to provide police or security guards shall not give rise to an increased duty of care.

24. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found

in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.

25. Proration. Rental and other amounts owed by the Tenant shall be prorated between the Landlord and the Tenant at the commencement and end of the lease term, unless otherwise herein agreed to the contrary.

26. Successors or Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

27. Casualty. If the lease premises shall be damaged by fire, explosion, windstorm, or any other casualty, not caused by the Tenant, the Landlord shall initiate any needed repairs within ten (10) days and put the lease premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the Tenant shall be entitled to an abatement of rent during the period of time in which the leased premises are not suitable for occupancy and not used by the Tenant. If the leased premises shall be damaged to the extent of more than twenty-five percent (25%), either party may, at its election, terminate this lease by giving written notice to the other party within five (5) days after the occurrence of such damage.

28. Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested or personally delivered with signed proof of delivery. The Tenant's representative and the Landlord's representatives are:

Tenant: Facilities Manager
105 SE 1st Avenue-Suite 2B
Gainesville, Florida 32601 and

Director, Alachua County Environmental Protection Department
408 W. University Ave
Gainesville, Florida 32601

Landlord: David Holbrook
1740 NW 12th Road
Gainesville, Florida, 32605

A copy of any notice hereunder shall be sent to:

J. K. Irby, Clerk Post
Office Box 939 Gainesville, Fl. 32602
Attn: Finance and Accounting

And to: Office of Management Budget
Attention: Contracts
105 SE 1st Avenue-Suite 6,
Gainesville, FL 32601

29. Eminent Domain. If any portion of the land or property demised hereunder shall be taken under eminent domain proceedings, then the Tenant shall be entitled to a pro rata reduction in rent based upon the amount of the building and land taken through such eminent domain proceedings, (2) a share of the full compensation paid by the condemning authority based on the term of the lease, and (3), the Tenant shall have the right to terminate this lease in the event of such eminent domain proceedings.

30. Default and Termination.

a. If either party fails to fulfill its obligations under this Lease Agreement or if either party breaches any of the conditions or covenants of this Lease Agreement, the other party may terminate this Agreement. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease Agreement may be terminated upon 30 days prior written

notice without further notice or demand and without prejudice to any right or remedy that the parties may have.

b. Notwithstanding the foregoing provisions, it is expressly agreed that this Agreement is contingent upon the availability of funds lawfully appropriated by the Tenant and, if funds to finance this lease become unavailable, the Tenant may terminate this lease upon no less than thirty (30) days' notice, written and delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Tenant shall be the sole and final authority as to the availability of funds. In the event of termination hereunder, rent shall be prorated so that the Tenant shall be responsible for payment of rent up to and including the full month in which the Tenant vacates the premises.

c. Tenant may terminate for its own convenience after 30 months, without penalty, and shall give the Landlord 90 days written notice:

31. Severability Clause. If any clause or any of the terms or conditions of this lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.

32. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

33. Captions and Sections Headings. Captions and sections headings used herein are for convenience only and shall not be used in construing the Agreement.

34. Construction. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

35. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM

_____
J. K. Irby, Clerk
(SEAL)

_____
Alachua County Attorney's Office

HOLBROOK GROUP, INC

By: _____
David Holbrook

Witness ~~or Attest~~
By Diane M. Smith
DIANE M. SMITH
Print Name

Title: _____

Date: 6/24/11

EXHIBIT A

Construction to be performed by Landlord

The intent of this description is for the Landlord to make Tenant approved modifications to the leased space to provide for an open, flexible work environment. The Landlord will provide a "turn-key" project to the Tenant with the exception of specialized Tenant improvements and personal property. This means the Tenant can move into the space with its furniture, phones, and other personal property and begin operations. It specifically does not include items unique to the Tenant like built in shelves and counters unless specifically listed below.

Timeline: Landlord shall have all construction completed no later than August 30, 2011. Landlord shall work with Tenant to coordinate Tenants installation of telecommunications and data equipment. The Facilities Manager may extend this deadline in writing. However, rent shall not be due until two weeks after construction is complete, or October 1, 2011, whichever is later.

Partitions or partition walls for separating 14 desk based workstations in open areas

Additional open area for 16 existing EPD modular workstations

Nine private offices (including one executive, five managerial, and 3 supervisory)

Ceiling

Window Blinds

Flooring (carpet and tile)

Base

Painting

High efficiency HVAC, ductwork, controls and zones

HVAC: 24 hour availability

Electrical circuits to meet Tenant's requests

Lighting fixtures

Conduit for up to 10 outlets each for phones and computers per 1,000 sf

Install, certify and verify network cable infrastructure and data and telephone connections for up to 300 ports, as per design.

Restrooms as required by code are to be ADA Compliant

Fire sprinkler system

Building security system

Permitted building plan will be provided by Landlord's architect/engineer

All other costs associated with the construction Included Modifications

Increased size HVAC supply in server closet

Specifically Excluded

Moving & Storage of Tenant Personal Property

Tenant signage

EXHIBIT B

Floor Plan for Office Layout

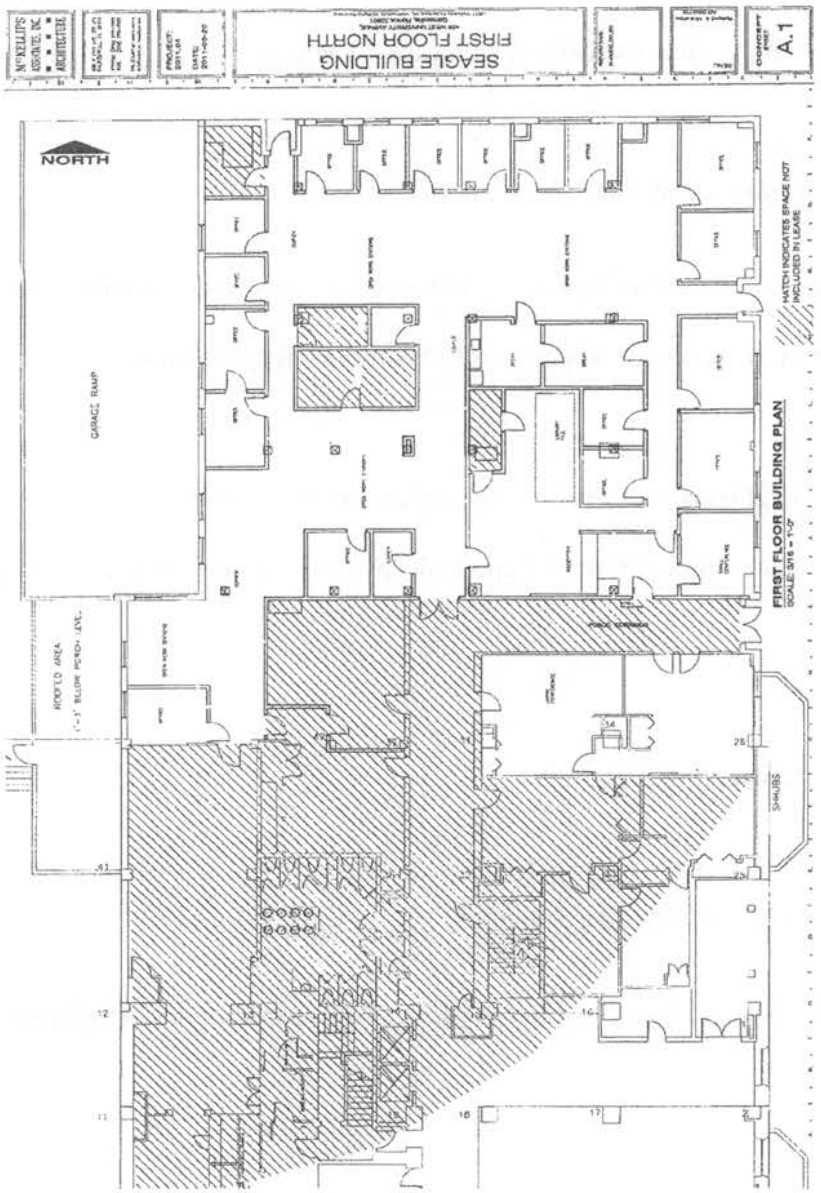


Exhibit B

EXHIBIT C

JANITORIAL SERVICE

1. Three times weekly empty all waste baskets and trash containers.

2. Three times weekly dust mop all hard surface floors.

3. Three times weekly vacuum carpeting in all traffic areas. Once a week vacuum under desks and chairs or more as needed. Clean Spots in carpet with spot cleaner.

4. Three times weekly dust and clean level surfaces of countertops, desks, telephones, chairs, tables, files, other office furniture. Papers on any desks, tables, files, etc. will not be disturbed.

5. Three times weekly clean all mirrors.

6. Three times weekly clean all drinking fountains

7. Three times weekly clean all break rooms. (Washing dishes and cleaning refrigerator is not included.)

8. Three times weekly clean all urinals, toilets, and sinks with solution containing an approved disinfectant.

9. Three times weekly damp mop restroom floors.

10. As needed spot clean smudges on restroom partitions and walls

11. Three times weekly stock all restrooms.

12. Twice yearly shampoo carpets.

13. Provide such other service as is needed to maintain the premises in a clean condition.

14. Not included in normal-service is the removal of moving boxes and similar extra ordinary trash (including trash from moving in or out).

June 28, 2011 County Commission Meeting

MY NAME IS SALLY GOFORTH. I HAVE LIVED IN ALACHUA COUNTY SINCE 1964. I OWN A STORAGE FACILITY ADJACENT TO FAIRFIELD INN AND I-75 WHICH IS PART OF THE TOWER SHOPPING CENTER. I DON'T KNOW IF MY PROPERTY IS OUTSIDE THE 500 FT. NOTICE REQUIREMENT OR NOT, BUT I DID NOT RECEIVE ANY NOTICE OF THIS ZONING AND LAND USE CHANGE. I WAS TOTALLY UNAWARE OF THE PROPOSED CHANGE UNTIL IT APPEARED IN THE NEWPAPER ON THE DAY OF YOUR FINAL VOTE. I WAS ILL AND COULD NOT ATTEND THE MEETING BUT HAVE WATCHED THE REPLAY OF THE MEETING IN ITS ENTIRETY. I WANT TO THANK COMMISSIONERS BAIRD & PINKOSON FOR VOICING THEIR CONCERNS AND VOTING AGAINST THE ALREADY APPROVED USE.

IN THE LAST 2 DAYS I HAVE CALLED SEVERAL AREA BUSINESSES AND DOCTORS OFFICES. ONLY ONE PERSON WHOM I SPOKE WITH HAD ANY KNOWLEDGE OF THIS CHANGE AND THAT ONE PERSON WAS ONLY INFORMED VIA THE SAME NEWSPAPER ARTICLE ON THE DAY OF THE FINAL VOTE. I THINK IT IS APPALLING THAT THERE WERE NOT MORE WORKSHOPS OR OPPORTUNITIES FOR CITIZENS AND TAXPAYERS INPUT FOR SOMETHING THAT IMPACTS THEIR ENTIRE AREA. I HOPE THAT THE COMMISSION WILL STRONGLY CONSIDER EXTENDING THE DISTANCE REQUIREMENTS AND # OF NOTICES FOR CHANGES REQUESTED BY NON-PROFIT ORGANIZATIONS THAT RECEIVE FUNDING FROM ALL COUNTY TAXPAYERS THROUGH THE COUNTY FUNDS.

I FULLY SUPPORT OUR VETERANS WHO HAVE FOUGHT FOR MY FREEDOM & YOURS. I GIVE A DISCOUNT TO ALL VETERANS WHO USE OUR FACLITY. HOWEVER, I DO NOT BELIEVE THE HOTEL & CONFERENCE CENTER IS THE PROPER AND BEST SITE FOR THE VETERANS OR THE COUNTY OR THE SURROUNDING RESIDENCES AND BUSINESSES.

MY CONCERNS FOR THE VERTERAN'S ARE:

1. THE CONCENTRATION OF THE # OF VETERANS WHO ARE NOT ONLY HOMELESS BUT WILL BE RECEIVING & NEEDING TREATMENT AT THE VA

FACILITY ON ARCHER ROAD. WHILE THEY MAY GIVE EACH OTHER SOME SUPPORT, I THINK THIS IS A HIGH RISK SITUATION FOR THEM AS WELL AS THE BUSINESSES IN THE AREA. I HOPE THE COMMISSION WILL SET "STRINGENT MAXIMUM" LIMITS ON THE # OF VETERANS THAT WILL BE PERMITTED TO LIVE ON THIS PROPERTY.

2. THE CURRENT BUS ROUTES TO AND FROM THE VA ARE NOT CONDUSIVE FOR STRUCTURING APPOINTMENTS TO AND FROM THE VA PUTTING A STRESSFUL BURDEN ON THE VETERANS.
3. THE LACK OF ADEQUATE & LEGAL REQUIREMENTS FOR COOKING AND REFRIGERATION NEEDED FOR RESIDENTIAL UNITS. THIS WAS NEVER BUILT TO BE A RESIDENTAL FACILITY – TRANSITIONAL OR NOT – AND COULD BECOME A SAFETY AND FIRE HAZARD FOR THE VETERANS LIVING THERE. I HOPE THE COUNTY WILL SET "STRINGENT MINIMUM REQUIREMENTS" TO PROVIDE THESE SERVICES SO THE VETERANS AND NEIGHBORHOOD ARE SAFE.
4. THE LACK OF LAUNDRY FACILITIES ON SITE OR NEARBY. AGAIN THIS HOTEL WAS NOT BUILT FOR RESIDENTAL USES. I BELIEVE THE CLOSEST LAUNDRY FACILITY IS ON 20TH AVENUE NEAR SW 43RD STREET. WHAT IS THE PLAN TO PROVIDE THIS SERIVCE OR ACCESS TO A LAUNDRY FACILITY.
5. THE LACK OF SUPERVISION. THE ALACHUA CO HOUSING AUTHORITY STATED THEY WOULD HAVE ONE OR TWO PAID EMPLOYEES WITH ONLY ONE BEING ON SITE AT A TIME. WHAT WILL BE THE HOURS OF THIS EMPLOYEE? WILL THERE BE EMERGENCY PERSONNEL AVAILABLE AS IN MOST APARTMENT COMPLEXES? THIS SHOULD BE ESSENTIAL WITH A CLIENTLE REQUIRING SPECIAL SERVICES.

MY CONCERNS FOR MY BUSINESS AND THE SURROUNDING AREA ARE:

1. THE SAFETY OF MY EMPLOYEES. DUE TO MANY CHANGES IN THE MAKE UP OF THE SURROUNDING NEIGHBORHOOD THE CRIME RATE IN OUR AREA HAS INCREASED GREATLY OVER THE YEARS. I HAVE ALREADY BEEN ROBBED ONE TIME AND TRULY WORRY FOR THE SAFETY OF MY EMPLOYEES. (Many times we work alone but for safety reasons cannot disclose this to the public at large or on TV). I FEEL THE HIGH AND UNLIMITED

CONCENTRATION OF RESIDENTS (most of whom need treatment) AT THIS FACILITY WILL INCREASE THE CRIME RATE EVEN MORE AND MAY ENDANGER LIVES, REDUCE PROPERTY VALUES, DISCOURAGE FUTURE DEVELOPMENT AND THUS REDUCE OUR TAX BASE. THIS IS A PRIME ENTRY INTO OUR CITY AND IT NEEDS BUSINESSES THAT ATTRACT AND SUPPORT EACH OTHER IN ORDER TO BE VIABLE ANDTO SURVIVE. IF PROPERTY VALUES DIMINISH IN THIS AREA WE WILL LOSE BUSINESSES AND TAXES THAT CURRENTLY SUPPORT OUR COUNTY'S BOTTOM LINE. THE DOMINO EFFECT COULD BE STAGGERING!

2. THIS PAST SUNDAY, June 26, 2011, ON TV'S "60 MINUTES" THERE WAS A SPECIAL ABOUT CITY AND COUNTY GOVENMENTS AND NON-PROFIT AGENCIES BUYING UP DISTRESSED HOTELS FOR THE HOMELESS. WHILE IT IS TRAGIC THAT WE HAVE SUCH A NEED IN THIS COUNTRY THERE HAVE TO BE BETTER WAYS TO SOLVE THE PROBLEMS. CREATING BLIGHT BY DESTROYING PROPERTY VALUES AND LOSING OUR TAX BASES WILL NOT SOLVE THE PROBLEMS OF THE HOMELESS. IT ONLY INCREASES PROBLEMS IN THE COMMUNITIES BECAUSE OF THE FAILED OR CLOSED BUSINESSES WHICH ONCE HAD JOBS TO OFFER. THE PROBLEMS GO FULL CIRCLE AND SOLUTIONS FOR ALL CANNOT BE REACHED ON A LINEAR OR SINGULAR PURPOSE.

PLEASE, PLEASE RECONSIDER THIS APPROVED USE OR AT THE VERY LEAST SET SOME STRINGENT AND SPECIFIC LIMITS AND RESTRICTIONS ON THIS DEVELOPMENT. IF THERE IS A WAY THE COMMISSION CAN SET A LIMITATION OF THIS USE TO ONE OR TWO YEARS AND, AT THE END OF THAT TIME LIMIT, AGREE TO MEASURE AND REVISIT THE EFFECT OF THIS TRANSITIONAL HOUSING ON THE AREA AND ALL THE COUNTY TAXPAYERS I HUMBLY APPEAL FOR YOUR CONSIDERATION OF THESE CONCERNS.

THANK YOU FOR ALLOWING ME THE OPPORTUNITY TO ADDRESS MY CONCERNS.

SALLY GOFORTH 352-332-0003

• Steve Donahey
Deputy Clerk

Alachua County Agenda

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

June 28, 2011 Regular BoCC Meeting

Invocation

1. Invocation by Reverend Patricia Downes, Southwest United Methodist Church, Gainesville (Amended)

   Amount: N/A

   Recommended Action: Hear Invocation by Reverend Patricia Downes, Southwest United Methodist Church, Gainesville

Pledge of Allegiance

2. Pledge (Amended)

   Amount: N/A

   Recommended Action: Hear Pledge

Approval of Agenda

3. Approve the Agenda (Amended)

   Amount: N/A

   Recommended Action: A Motion to Approve the Agenda: (a) approve any amendments to the Regular and Consent Agenda; (b) adopt the Regular Agenda; and (c) approve all items on the Consent Agenda.

Announcements

4. Announcements, Mark Sexton, Communications Coordinator

   Amount: N/A

   Recommended Action: Hear Announcements by Mark Sexton Communications Coordinator

Approval of items on the Consent Agenda are generally considered to be routine matters and the motion to adopt the Agenda approves all items on the Consent Agenda and is the first action taken by the Board at the 9:00 AM meeting. There will be no discussion on these items unless requested, anyone wishing to speak to an item on the Consent Agenda please come forward and request the item to be moved to the Regular Agenda prior to the approval of the agenda.

Time Certain Items

Public Comments (9:30 AM)

5. AM Public Comments

Amount: N/A

Recommended Action: Hear Public Comments

Community Outreach

Appointments

6. FloridaWorks Board: Confirmation of Four Nominations (Amended)

Amount: N/A

Recommended Action: Confirm the nominations of four citizens, three to Public Sector seats and one to the Economic Development seat, on the FloridaWorks Board. All terms to begin July 1, 2011 and end June 30, 2014.

7. Land Conservation Board Appointments

Amount: N/A

Recommended Action: Appoint three citizens to 'Natural Resources Professional' positions on the Land Conservation Board with terms ending December 2014.

8. Recreation and Open Space Advisory Committee Appointments. (Amended)

Amount: N/A

Recommended Action: Appoint five citizens to citizen-at-large positions on the Recreation and Open Space Advisory Committee.

Governmental Units

Community Planning Group

9. Boos Development Group, Inc. in connection with a new CVS Pharmacy at NW 23rd Avenue and NW 43rd Street. (Amended)

Amount: N/A

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

10. Timber Harvesting Business Plan for Alachua County Forever Preserves. (Amended)

Amount: N/A

Recommended Action: Approve the Alachua County Forever Timber Harvesting Business Plan and the associated principles, policies and directives.

11. Elimination Senior Environmental Specialist positions in the EPD Petroleum Management Program (Amended)

Amount: $29,376 FY11 Budget

Recommended Action: Approval is requested for the elimination of two (2) FTE Senior Environmental Specialist positions in the EPD Petroleum Management program due to significant reduction in FY12 State FDEP Contract Funding for the Petroleum Clean-Up and Tanks Compliance contracts effective July 1, 2011. One (1) FTE is currently a vacant position and one (1) FTE is currently a filled staff position.

12. Allow Special Assessment Districts for the purpose of applying alternative surface treatment on graded roads the do not qualify for the County's Alternative Surface Treatment Program (Amended)

Amount: N/A

Recommended Action: Establish a policy to allow the use of Special Assessment Districts for the purposes of applying alternative surface treatments on County-maintained roads

13. Establishment of a Special Assessment District for the use of alternative surface treatment on NE 35th Avenue, NE 255th Drive, and Quail Street from NE CR 219A to SR 26 (Amended)

Amount: N/A

Recommended Action: Proceed with establishment of Special Assessment District and utilize commercial financing as a source of funding for the use of alternative surface treatment on NE 35th Avenue, NE 255th Drive and Quail Street from NE CR 219A to NE SR 26 and located in the Melrose area.

14. Request for Approval of Lease Agreement with Holbrook Group, Inc. for Office Space for the Environmental Protection Department (Amended)

Amount: $98,000.00

Recommended Action: Approve and execute the Lease Agreement between Alachua County and The Holbrook Group, Inc. for office space for the Environmental Protection Department.

County Manager Reports

15. County Manager's Report

Amount: N/A

Recommended Action: Accept County Manager's Report

Closing Comments

Public Comments - 15 minutes

16. Closing Comments from the Public (Amended)

Amount: N/A

Recommended Action: Hear Closing Comments from the Public

Commission Comments

17. Commission Comments

Amount: N/A

Recommended Action: Commission Comments

Evening Community Outreach and Public Hearing (5:00 PM)

Public Comments - then resume Public Hearing (5:30 PM)

18. PM Public Comments

Amount: N/A

Recommended Action: Hear PM Public Comments

19. Balu Forest Management Plan updated (Amended)

Amount: Through 2020; Costs $337,630 and Revenues $334,400

Recommended Action: Approve the updated Balu Forest Management Plan

Public Hearings

Regular Matters

20. Public Hearing for the Rochelle street vacation. (continued from the May 24th BoCC meeting) (Amended)

Amount: N/A

Recommended Action: Adopt the Resolution to vacate portions of certain platted streets within the plat of Rochelle and execute the four (4) County Deeds to Reginald L. and Lanita

H. Brown; Thomas H. and Cleo B. Jenkins; Rollin J. and Joan M. Hogan and Franklin S. and Cynthia J. Morgan.That the Chair be authorized to execute any additional documents approved by the County Attorney, necessary to complete this transaction.

21. Small Cities CDBG Application Public Hearing (Amended)

Amount: $750,000.00

Recommended Action: Conduct Public Hearing to obtain citizen input on community development needs; direct Growth Management staff to prepare an application in the amount of $750,000 for the FFY 2011 Florida Small Cities CDBG Program for Housing Rehabilitation.

Quasi-Judicial/Zoning Items

New Business

22. ZOS-05-10. Special Use Permit Request for a 130 unipole personal wireless service facility at 3020 SW 75th Street (Tower Road Public Library) (Amended)

Amount: N/A

Recommended Action: Approve Resolution Z-11-09 allowing a 130 foot unipole personal wireless service facility to be constructed at 3020 SW 75th Street.

23. Preliminary Development Plan 23 West Traditional Neighborhood Development (Amended)

Amount: N/A

Recommended Action: Approval of Preliminary Development Plan for 23 West TND Approval of Multi-Modal Transportation Mitigation Agreement for 23 West TND

Closing Comments

Public Comments - 15 minutes

24. PM Closing Comments from the Public (Amended)

Amount: N/A

Recommended Action: Hear Closing Comments from the Public

Adjourn

CONSENT/Community Outreach

Recognitions and Proclamations

25. Proclamation: "World Facilities Management Day" in Alachua County, Florida

Amount: N/A

Recommended Action: Approve a proclamation declaring June 23, 2011 as "World Facilities Management Day" in Alachua County, Florida.

CONSENT/Governmental Units

Constitutional Officers/Other Governmental Units

26. Child Sexual Predator Task Force (CSPTF) Grant Application (Amended)

Amount: $71,952.00

Recommended Action: Approve the Alachua County Sheriff's Office Child Sexual Predator Task Force grant application and authorize the Chair to sign all required documents to accept the award and implement the grant. Adopt the resolution and approve the budget amendment. Include all documents in the Board minutes.

27. Ratification of the Warrant List (Amended)

Amount: N/A

Recommended Action: Ratify the Warrant List.

28. Approval of the Board of County Commission Minutes (Amended)

Amount: N/A

Recommended Action: Approve the following Board of County Commission Minutes: March 22, 2011 and May 03, 2011

County Manager

29. Report of Contracts Signed by the County Manager and Staff, April 2011 (Amended)

Amount: N/A

Recommended Action: Accept the Report of Contracts Signed by County Manager and Staff for April of 2011 and include a copy of the agreements in the minutes.

Support Services Group

30. Electric Motor Energy Audit Replacement and Management System: RFP 11-444. (Amended)

Amount: N/A

Recommended Action: Approve the Finance Report to rank RFP 11-444; Electric Motor Energy Audit Replacement and Management System and authorize staff to negotiate an agreement with the top ranked firm until an agreement is reached.

31. Alachua County Animal Services Renovation General Construction Agreement(Amended) (Amended)

Amount: $899,997.00

Recommended Action: Approve the Finance Report with ranking, award Bid 11-440 and approve the General Construction Agreement between Alachua County Board of County Commissioners and Mandese White Construction, Inc. for the Alachua County Animal Services Renovation.

32. Hansen Construction Services: Change Order 4 to Purchase Order 110695. (Amended)

Amount: $20,000.00

Recommended Action: Approve Change Order 4 to Purchase Order 110695, issued to Hansen Construction Services for critical repairs and improvements in County buildings.

33. ETR, LLC: Finance Report and Purchase Order 111347. (Amended)

Amount: $354,742.00

Recommended Action: Approve the Finance Report and Purchase Order 111347, issued to ETR, LLC for the purchase of 2 Ambulances.

Community Planning Group

34. Option to purchase a Conservation Easement on the Lake Forest Creek - Kincade and Tabone Tract by Alachua County Forever. (Amended)

Amount: Acquisition $203,325. Stewardship $550.

Recommended Action: The Board should execute the First Amendment to the Option Contracts to purchase a Conservation Easement on the Lake Forest Creek - Kincade and Tabone Tract.

35. Wildlife Foundation of Florida Protect Florida's Springs Tag Grant (Amended)

Amount: $5,000.00

Recommended Action: Approve the Budget Amendment, Interfund loan for $5,000; and adopt the Resolution to recognize unanticipated revenue in association with the previously

approved Wildlife Foundation of Florida Protect Florida's Springs Tag Grant for Stakeholder Research.

36. Corrective Special Warranty Deed from the City of Gainesville (City) in connection with the Public Works Compound at Hague. (Amended)

Amount: N/A

Recommended Action: Approve the Corrective Special Warranty Deed from the City of Gainesville in connection with the Public Works Compound at Hague.

Community Services Group

37. CHOICES Health Services and Gainesville Family Eyecare (Amended)

Amount: N/A

Recommended Action: Approve and Execute the CHOICES Agreement for Vision Care with Gainesville Family Eyecare.

38. Amendment to Health Options, Inc. Agreement (Amended)

Amount: N/A

Recommended Action: Approve the Amendment to allow CHOICES Consultant Actuaries to have access to on line Health Options utilization and claims data for the CHOICES Program.

Alachua County Florida
A Proclamation

Declaring "World Facilities Management Day" in Alachua County, Florida

Whereas, *The World Facilities Day is a global Facilities Management (FM) initiative to celebrate the importance of the FM profession. It aims at raising the profile of the FM profession in the educational, governmental, health care, manufacturing, suppliers, residential and commercial industries; and*

Whereas, *June 23, 2011 is a day to express appreciation to our designers, architects, engineers, construction managers, planners, consultants, developers, facilities managers and directors, housekeepers, custodial and maintenance workers, building mechanics, HVAC technicians, plumbers, painters, landscapers, carpenters, electricians, brick layers, metal workers, support staff, and capital project and maintenance coordinators who contribute to the design, building, and maintenance of the millions of square footage of buildings within Alachua County; and*

Whereas, *in the course of implementing the Board of County Commissioners' Countywide Energy Reduction and Water Conservation Program, numerous Energy Conservation Measures (ECMs) have been installed such as: waterless urinals, dual flush toilets, touch free faucets, low flow shower heads and the replacement of over 31,000 32 watt T8 fluorescent lamps with 25 watt T8 lamps. Gravel roofing was replaced with foam, and two Green fire stations were constructed with solar panels providing 70% of heated water for those facilities. The installation of an ICON water reduction system at the County jail has conserved over 17 million gallons of water so far; and*

Whereas, *the Facilities Management profession contributes to a reduction in the carbon footprint, which lowers greenhouse gas emissions.*

Whereas, *we honor Mr. Joe Dell on this World Facilities Management Day for 44 years of dedication to Alachua County government and the maintenance of Alachua County facilities.*

***Now, therefore,* through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim June 23rd, 2011 as "World Facilities Management Day" in Alachua County, Florida.**

Duly proclaimed this 23rd day of June, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

BOARD OF COUNTY COMMISSIONERS
OFFICIAL SEAL
ALACHUA COUNTY, FLORIDA

June 28, 2011 Regular BoCC Meeting
Agenda Item #6

Title
FloridaWorks Board: Confirmation of Four Nominations (Amended)

Amount
N/A

Description
Consider confirming the nominations of four citizens to the FloridaWorks Board (formerly the Alachua/Bradford Regional Workforce Board); three to Private Sector Seats and one to an Economic Development Seat. All terms will begin July 1, 2011 and end June 30, 2014.

Recommendation
Confirm the nominations of four citizens, three to Public Sector seats and one to the Economic Development seat, on the FloridaWorks Board. All terms to begin July 1, 2011 and end June 30, 2014.

Alternative(s)
Re-advertise vacancies.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally sheet, membership list, attendance roster, applications and letters of recommendation.

Documents Requiring Action
N/A

Executive Summary
Due to term expirations, there are four county-appointed vacancies, three Private Sector seats and one Economic Development seat, on the Florida Works Board (formerly known as the Alachua/Bradford Regional Workforce Board). Four citizens have been nominated. History: The Congress of the United States enacted the "Workforce Investment Act of 1998" (W1A) and the Legislature of the State of Florida enacted the "Workforce Innovation Act of 2000". Both of these establish and define a program to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs. The WIA required the Governor to designate Local Workforce Investment Areas to promote the effective delivery of services. The Governor designated Alachua and Bradford Counties as a local workforce investment area for the purposes of the WIA. The WIA requires the establishment of a Local Workforce Board to provide policy guidance for, and exercise oversight with respect to, activities under the WIA program of its local workforce investment area in partnership with the units of general local government within its local workforce investment area. An Interlocal agreement between Alachua and Bradford Counties outlines the requirements for selection of board members, term lengths, attendance policy and transition between members. The latest interlocal agreement was approved at the April 27, 2010 meeting of the BoCC. It will be in effect until Spring of 2013.

Background

The Interlocal Agreement between Alachua County and the Florida Works Board establishes a 37-member board with fifteen seats appointed solely by Alachua County, another six seats appointed solely by Bradford County and sixteen "dual seats" appointed by both counties through a four-member Commission Consortium made up of two Commissioners from Alachua County and two Commissioners from Bradford County. However, in this request, the new appointments are seats appointed solely by Alachua County. Members serve three-year terms. Confirm nomination of one to Public Sector Seat #1, term ending June 30, 2014: 1) Tommy McIntosh; Confirm nomination of one to Public Sector Seat #6 to a term ending June 30, 2014: 1) Jim Painter; Confirm nomination of one to Public Sector Seat #9 to a term ending June 30, 2014: 1) Margarita Labarta; Confirm nomination of one to Economic Development Seat #28 to a term ending June 30, 2014: 1) Sonia Douglas;

Issues
Vacancies on this board are advertised by Florida Works at area chambers of commerce. The attached letter was sent to area chambers in early January. No other nominations were received.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: FW Attendance.pdf
Attachment: LabartaM with letter.pdf
Attachment: Vacany Notice on Letterhead Jan11.pdf
Attachment: PainterJ with letter.pdf
Attachment: McIntoshT with letter.pdf
Attachment: DoublasS with letter.pdf
Attachment: FloridaWorks Tally Sheet.pdf
Attachment: FW Membership.pdf

COMMITTEE: FloridaWorks Board **06/28/2011**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Private Sector Seat # 1 – Confirm nomination of one to a term beginning July 1, 2011 and ending June 2014:					
Tommy McIntosh					
Private Sector Seat # 6 – Confirm nomination of one to a term beginning July 1, 2011 and ending June 2014:					
Jim Painter					
Private Sector Seat # 9 – Confirm nomination of one to a term beginning July 1, 2011 and ending June 2014:					
Margarita Labarta					
Economic Development Seat #28 – Confirm nomination of one to a term beginning July 1, 2011 and ending June 2014:					
Sonia Douglas					

FloridaWorks Board STAFF: Mark Hill - 384-3178				3 year terms
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
Sonia Douglas Appt Date: 7/8/2008 Previous member: Category: Economic Development - Seat #28		6/30/2011	1	BoCC
Tommy McIntosh Appt Date: 11/25/2008 Previous member: Category: Private Sector Seat # 1		6/30/2011	1	BoCC
Thomas Coward Appt Date: 7/1/2010 Previous member: Category: Private Sector Seat # 2	1024 SE 12th Avenue Gainesville, FL 32601 (w)(352) 377-5706 TCowardRealty@bellsouth.net	6/30/2013	4	BoCC
Frank McGeown Appt Date: 7/1/2009 Previous member: Category: Private Sector Seat # 3	2219 NW 71st Place Gainesville, FL 32653 (w)(352) 375-8552 starimport@starimport.com	6/30/2012	3	BoCC
Paula Fussell Appt Date: 7/1/2009 Previous member: Category: Private Sector Seat # 4	422 Stadium West, PO Box 115000 Gainesville, FL 32611 (w)(352) 392-1075 pvarnes@ufl.edu	6/30/2012	1	BoCC
Gayla Beach Appt Date: 7/1/2010 Previous member: Category: Private Sector Seat # 5	Box 100337 Gainesville, FL 32610 (w)(352) 265-0680 ext: 8-5398 beachg@shands.ufl.edu	6/30/2013	2	BoCC
Jim Painter Appt Date: 7/8/2008 Previous member: Category: Private Sector Seat # 6		6/30/2011	2	BoCC
Patti Breedlove Appt Date: 9/14/2010 Previous member: McGurn, Mr. Kenneth - Resignation Category: Private Sector Seat # 7	12085 Research Drive Alachua, FL 32615 (w)(386) 462-0880 pbreedlove@biotech.ufl.org	6/30/2014	2	BoCC
Donna Burdge Appt Date: 3/22/2011 Previous member: Martin , Mr. William "Clay" - Resignation Category: Private Sector Seat # 8	13500 CR 235 Alachua, FL 32615 (w)(352) 332-3244 donna.burdge@yahoo.com	6/30/2012	1	BoCC

Margarita Labarta Appt Date: 7/8/2008 Previous member: Category: Private Sector Seat # 9	Meridian Behavioral Healthcare, Inc., 4316 SW 13th Street Gainesville, FL 32608 (h)(352) 331-9428 (w)(352) 374-5600 ext: 8220 maggie_labarta@mbhci.org	6/30/2011	1	BoCC
Don Davis Appt Date: 7/1/2010 Previous member: Breedlove , Patti Category: Private Sector Seat #10	3509 N.W. 53rd Terr Gainesville, FL 32606 (h)(352) 373-3211 (w)(352) 548-4770 davis.don@ccbg.com	6/30/2013	1	BoCC
Ted Gilson Appt Date: 7/1/2009 Previous member: Category: Private Sector Seat #11	3832 Newberry Road, Suite 2-A Gainesville, FL 32607 (w)(352) 248-3202 ted@nhgainesville.com	6/30/2012	2	BoCC
Jonathan Jarrell Appt Date: 3/22/2011 Previous member: Snyder , Mr. Richard O - Resignation Category: Private Sector Seat #12	4041 NE 54 Ave Gainesville, FL 32609 (w)(352) 378-8844 ext: 338 jjarrell@pfgcd.com	6/30/2012	1	BoCC
Report Date: 6/16/2011 @ 9:36 AM				

Attendance Report for the last 6 meetings.

FloridaWorks Board
Staff Liaison: Mark Hill

Member	Position	Mbr Start	Mbr End	7/26/2010 12:00 AM	9/27/2010 12:00 AM	11/15/2010 12:00 AM	1/27/2011 12:00 AM	3/28/2011 12:00 AM	5/23/2011 12:00 AM	Meetings Attended
Beach , Gayla	Private Sector Seat # 5	7/1/2010	6/30/2013	A	P	A	P	NR	A	2 of 5
Breedlove , Patti	Private Sector Seat # 7	9/14/2010	6/30/2011	--	A	P	P	P	P	4 of 5
Burdge , Donna	Private Sector Seat # 8	3/22/2011	6/30/2012	--	--	--	--	P	P	2 of 2
Coward , Thomas	Private Sector Seat # 2	7/1/2010	6/30/2013	P	P	P	P	P	P	6 of 6
Davis, Mr. Don	Private Sector Seat #10	7/1/2010	6/30/2013	P	P	P	P	A	P	5 of 6
Douglas , Sonia	Economic Development - Seat #28	7/8/2008	6/30/2011	P	P	P	A	P	P	5 of 6
Fussell , Paula	Private Sector Seat # 4	7/1/2009	6/30/2012	P	P	P	P	A	P	5 of 6
Gilson , Mr. Ted	Private Sector Seat #11	7/1/2009	6/30/2012	A	P	P	P	A	P	4 of 6
Jarrell , Jonathan	Private Sector Seat #12	3/22/2011	6/30/2012	--	--	--	--	P	P	2 of 2
Labarta , Dr. Margarita	Private Sector Seat # 9	7/8/2008	6/30/2011	P	P	P	P	P	A	5 of 6
Martin , Mr. William "Clay"	Private Sector Seat # 8	7/1/2009	2/7/2011	A	A	P	A	--	--	1 of 4
McGeown , Mr. Frank	Private Sector Seat # 3	7/1/2009	6/30/2012	P	P	P	P	P	P	6 of 6
McGurn, Mr. Kenneth	Private Sector Seat # 7	7/8/2008	8/25/2010	A	--	--	--	--	--	0 of 1
McIntosh , Tommy	Private Sector Seat # 1	11/25/2008	6/30/2011	P	P	P	A	P	P	5 of 6
Painter , Jim	Private Sector Seat # 6	7/8/2008	6/30/2011	P	A	P	P	A	A	3 of 6
Snyder , Mr. Richard O	Private Sector Seat #12	7/1/2009	2/7/2011	A	A	A	A	--	--	0 of 4

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

FloridaWorks

Alachua/Bradford • A Community Partnership

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

DATE: December 29, 2010

TO: Alachua County Chambers of Commerce

FROM: Celia Chapman, Administrative Coordinator

RE: FloridaWorks Board of Directors – Nominations Requested

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

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

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

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

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

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

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

Thank you for your attention to this request.

Florida Works

Alachua/Bradford • A Community Partnership

APPLICATION FOR FLORIDAWORKS MEMBERSHIP

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

Today's Date: June 9, 2011

I. Name: Sonia Penny Douglas

II. Organization/Employer Name: Gainesville Area Chamber of Commerce

Occupation/Title: Vice President and COO

Prior Occupation if retired: _____

Business Address: 300 East University Ave, Suite 100 Gainesville, FL 32601

_____

Business is located in: X Alachua County ☐ Bradford County

Business Phone Number: 352-334-7100 Fax Number: 352-334-7141

Email Address: sonia@gainesvillechamber.com Number of Employees in Company: 23

III. Demographic Data (Optional):

a. Gender X Female ☐ Male

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

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

d. Veteran XNo ☐ Yes, Branch _____

e. Educational Degrees, College or University, type of degree, include specialized training:
East Stroudsburg University, Institute for Organization Management – US Chamber of Commerce, certification held IOM for Chamber Management, Leadership Gainesville, Economic Development Basic Course, University of South Florida

_____

_____

IV. What is your interest in becoming a member of the FloridaWorks Board? Citizens in our community should be given every opportunity for a well paying job. The workforce board is innovative in providing unique opportunities and being part of helping our local workforce is rewarding. I currently serve on the Workforce Board as the link to economic development efforts and chair the Talent Development committee.

V. What special experience/training or qualifications do you have that you could bring to the Board? The understanding of Innovation Gainesville and how the initiative is designed to bring jobs to our community. I have attended numerous conferences with a workforce focus, served on many local workforce committees, and have more than 18 years of experience at the Gainesville Area Chamber of Commerce. My experience with the Chamber gives me the opportunity to gain insight on the needs of business and their future workforce needs.

VI. Other current or previous Board membership (include offices held or committee):
Currently, serving on the Executive Committee and the Talent Development Chair. In prior years of service to the Workforce Board I served as Board Secretary, Chair of High Skills High Wage Committee, Strategic Planning Committee, Re-engineering Committee, Nominating Committee.

VII. Any personal information you wish to share with us (Marital Status/Partner's Name/Children and Hobbies):
Married to William Douglas. Two children – Bryan Winters, University of Florida graduate and Laura Leigh Winters, Florida Gulf Coast University graduate. Both are employed in the healthcare industry and live outside Alachua County. We have one stepson, Seth, a student at Santa Fe College.

VIII. Conflicts of Interest (Any known or potential conflicts of interest which may be applicable to my membership on FloridaWorks Board) are as follows: If none, so indicate: Employed by the Gainesville Area Chamber of Commerce, provider of Business Services to the workforce board.

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

Signature

6-9-11
Date

Please return this application to:

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

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

Representation for WIA Purposes:_____

Date Application delivered to Alachua/Bradford County Office:_____

Gainesville Area
CHAMBER OF COMMERCE

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

www.GainesvilleChamber.com

June 20, 2011

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

RE: WorkForce Board Member Nomination

Dear Commissioners:

Sonia Douglas has served on the FloridaWorks Board for the past three years.

Sonia has been an outstanding community leader through her work at the Gainesville Area Chamber of Commerce. In her current capacity as the vice president and COO, Sonia has first-hand experience with the workforce challenges facing the community. As a leader in Gainesville's business community, she is also familiar with the recruiting needs of the diverse and growing industries in our area.

With her depth of experience and commitment to the community, I am confident Sonia Douglas will continue to make a valuable contribution to the Region 9 FloridaWorks Board.

Thank you for your consideration. I welcome any comment or questions you may have regarding Sonia Douglas.

Sincerely,

Brent Christensen
President

ACCREDITED
★ ★ ★ ★ ★

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

FloridaWorks

Alachua/Bradford • A Community Partnership

APPLICATION FOR FLORIDAWORKS MEMBERSHIP

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

Today's Date: 4/25/11

I. Name: Margarita Labarta, Ph.D

II. Organization/Employer Name: Meridian Behavioral Healthcare, Inc

Occupation/Title: President / CEO

Prior Occupation if retired: _____

Business Address: 4300 SW 13th street
Gainesville, FL 32608

Business is located in: ☒ Alachua County ☐ Bradford County

Business Phone Number: (352) 374-5600 x 8200 Fax Number: (352) 371-9841

Email Address: maggie_labarta@mbhci.org Number of Employees in Company: _____

III. Demographic Data (Optional):

a. Gender ☑ Female ☐ Male

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

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

d. Veteran ☑ No ☐ Yes, Branch _____

e. Educational Degrees, College or University, type of degree, include specialized training:

1982 PhD Clinical. Community Psychology - Univ. of Maryland College Park
1980 MA Clinical Community Psychology - Univ. of Maryland College Park
1975 BA Psychology + Mathematics - Barry College, Miami Shores, FL.

IV. What is your interest in becoming a member of the FloridaWorks Board? As a CEO of a business in Alachua Bradford area this I face work force issues daily. I see this as a way I can contribute to these efforts in our area to develop an excellent work force.

V. What special experience/training or qualifications do you have that you could bring to the Board?
- 2 years on the Board, currently Chair
- 20+ years in management

VI. Other current or previous Board membership (include offices held or committee):
See resume' attached

VII. Any personal information you wish to share with us (Marital Status/Partner's Name/Children and Hobbies):
Married, Tom Autry
Daughter Lauren
Hobbies: Reading, theater

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

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

Signature

4-25-2011
Date

Please return this application to:

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

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

Representation for WIA Purposes:

Date Application delivered to Alachua/Bradford County Office:

Margarita Labarta

4316 S.W. 13th Street
Administration Annex
Gainesville, Florida 32608
(352) 374.5600 Ext 8220
maggie_labarta@mbhci.org

Objective Provide organizational leadership and executive management expertise needed to fulfill our mission and vision.

Experience

Meridian Behavioral Healthcare, Inc ***1983-Present***

President/CEO 2000-Present

Responsible for organizational leadership and executive management of the agency, which serves 11 counties in North Central Florida and has 500+ employees and a budget of over $30 million. Assuring development of evidence based clinical practices, sound fiscal management and accountability, and promoting opportunities for growth and expansion

Assistant Vice President, Children's Services 1995-2000

Oversight of a continuum, of children's programs across Meridian's 11 counties, including residential, therapeutic foster care, outpatient and assessment. Oversight of outpatient services to adults in 7 counties. Budget and clinical responsibility for entire division with budget of $2-3 million.

- Improved budgetary performance of the department
- Developed and piloted competency based hiring, orientation and performance appraisal system within the department and participated in its expansion to the rest of the Center
- Developed data based approach, which included in-depth analysis of our service delivery system, reviewing and improving relationship with the Department's major customer (the Department of Children and Families)
- Provided leadership and/or participated in the development of several multi-agency partnership projects, including grant writing, interagency agreements, and contracting
- Active participation and leadership in many quality improvement initiatives, including those related to attrition and its effect on revenue and productivity, and emphasized its use in all major programmatic decisions, including layoffs and program restructuring

Clinical Psychologist/Program Director 1991-1995

Provided clinical and administrative services within the Center's Children's Division, which included an off-site private pay clinic for adults and children. Quality Improvement responsibilities Center wide were also part of the duties during this period.

- Developed children's assessment program and budget
- Created liaisons with various community agencies
- Assisted in the development, with the Department of Children's and Families, of district-wide assessment protocols
- Improved financial performance of insurance/fee for service program
- Oversaw integration of off-site insurance/fee for service program with other programs

Director of Acute Care Services 1988-1991

Administrative, facility and clinical management of inpatient and outpatient emergency services for the Center, including jail services. Supervision of multi-disciplinary staff, including psychiatric residents and medical students. Program development and in depth communication and coordination with community agencies. Extensive quality assurance work and staff training.

- Developed the protocols and led management changes that brought the program into compliance with state regulations, implementing a management structure that was inclusive of all disciplines and formed a line staff committee to provide feedback to management
- Developed procedures that were staff oriented and improved quality of care
- Stabilized staffing, reduced turnover, resulting in improved quality of care
- Reduced expenditures while maintaining clinical operation of the secure facility
- Expanded services, developing a Children's Crisis Stabilization Unit and Forensic Services, as well as related procedures and therapeutic programs

Tri-County Area Director 1985-1988

General Responsibilities: Administration of the Center's three satellite clinics: Levy, Dixie and Gilchrist counties. Providing clinical services to clients (therapy, psychological testing, emergency screening.) Administrative duties included budget management, supervision of support, billing and collections staff, coordination with management at the main center to ensure consistency in standards and advocacy within the Center's specific needs of rural communities. Community involvement included liaison with other agencies.

Dixie-Gilchrist Program Director 1983-1985

General Responsibilities: Coordination of service delivery for these two rural counties. Clinical duties occupied about 1/3 of time and included short and long term therapy, psychological testing and emergency screening. Administrative duties included management of clinical schedules, clinical and administrative staff supervision, program development and program implementation, consultation, and staff training. Participation in the development of a program for treatment of sexual abuse.

North East Florida Evaluation and Treatment Center 01/1982-02/1982

Consultant

General Responsibilities: Case consultations and evaluations for newly arrived Spanish speaking residents of the facility. Services were provided under the supervision of a licensed psychologist.

Gainesville VA Hospital and Medical Center 1981-1982

Advanced Intern

General Responsibilities: Direct clinical work doing psychological evaluations, long and short term psychotherapy and emergency screenings in the Mental Hygiene Clinic.

Department of Clinical and Health Psychology, University of Florida 07/1981-08/1981

Visiting Assistant

General Responsibilities: Psychological evaluations of children and supervision of practicum students.

Training Provided

Clinical Training – Assessment, diagnosis, child development, psychopathology parenting, abuse, forensic evaluations. Provide core clinical training to newly hired counseling staff.
Administrative Training – Assessing organizational performance, utilization of management, risk management.
Community Education – Protocols for involuntary examination (mental health and substance abuse), Meridian programs and services, crisis intervention, divorce, parenting, understanding behavioral health issues (aimed at non-professionals.)

Licensure

Licensed Psychologist, Florida 1984 to present, License # PY3465

Education

Doctoral

- Ph. D., 1980-1982 Clinical and Community Psychology, University of Maryland (College Park)
- Clinical Psychology Internship, 1980-1981 Department of Clinical and Health Psychology, University of Florida (American Psychological Association approved internship)

Pre-Doctoral

- M.A., 1977-1980 Clinical and Community Psychology, University of Maryland
- B.S., 1972-1975 Psychology and Mathematics (double major), Barry College (Miami Shores, Fl)

Community

Child Advocacy Center Development Team, Chairperson & Board Member
Child Advocacy Center, Core Agency Committee Chair/Member
Guardian ad Litem Foundation, Board Member
Guardian ad Litem Program, Volunteer Trainer
Alachua Juvenile Justice Council, Member
Juvenile Assessment Center, past Board Member
Rotary Club of Gainesville
Alachua Children's Alliance

Professional Organizations

Florida Works, Board Chair
Florida Council for Community Mental Health, Past Chair
North Florida Behavioral Health Partners, Board Secretary
North Florida Behavioral Health Network, Chair
Alachua Children's Alliance, Board Chair
Partners in Crisis, Board Member
Mental Health Risk Retention Group, Board member
Florida Alcohol, Drug Abuse Association, member
American Psychological Association, member
University of Florida, Department of Clinical and Health Psychology, Courtesy Faculty Appointment

Languages

English and Spanish

References

Available upon request

Gainesville Area
CHAMBER OF COMMERCE

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

www.GainesvilleChamber.com

June 8, 2011

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

RE: WorkForce Board Member Nomination

Dear Commissioners:

Margarita M. Labarta, Ph.D. has served on the FloridaWorks Board for the past three years and is the current Board Chair.

Dr. Labarta is the CEO of Meridian Behavioral Healthcare, Inc. She serves on the Board of the Mental Health Risk Retention Group, Premier Health Plan, Florida Council for Community Mental Health, and the Guardian Foundation. She also serves as the Secretary for the North Florida Behavioral Health Network and is a past member of the Board of the Child Advocacy Center.

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

Thank you for your consideration. I welcome any comments or questions you may have regarding Dr. Labarta.

Sincerely,

Brent Christensen
President

ACCREDITED

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

FloridaWorks

Alachua/Bradford • A Community Partnership

APPLICATION FOR FLORIDAWORKS MEMBERSHIP

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

Today's Date: 5/23/2011

I. Name: Thomas McIntosh

II. Organization/Employer Name: Prudential Trend Realty

Occupation/Title: Real Estate Broker

Prior Occupation if retired: _____

Business Address: 4141 NW 37th Place, Gainesville FL

_____

Business is located in: XX Alachua County ☐ Bradford County

Business Phone Number: 352-225-4700 Fax Number: 352-378-2470

Email Address: _____ Number of Employees in Company: _____

III. Demographic Data (Optional):

a. Gender ☐ Female xx Male

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

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

d. Veteran xx No ☐ Yes, Branch _____

e. Educational Degrees, College or University, type of degree, include specialized training:
BBA, Georgia State University

_____

_____

IV. What is your interest in becoming a member of the FloridaWorks Board?

I am currently on the board. This is a request to continue serving.

V. What special experience/training or qualifications do you have that you could bring to the Board?

Three years experience on this board.

VI. Other current or previous Board membership (include offices held or committee):

2011 Chair, Gainesville Area Chamber or Commerce, Currently serve on the boards of the following: Florida Works, Builders Association of North Central Florida, Gainesville MLS and M and S Bank.

VII. Any personal information you wish to share with us (Marital Status/Partner's Name/Children and Hobbies):

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

None

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

Signature

5/23/2011
Date

Please return this application to:

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

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

Representation for WIA Purposes:

Date Application delivered to Alachua/Bradford County Office:

Gainesville Area
CHAMBER OF COMMERCE

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

www.GainesvilleChamber.com

June 8, 2011

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

RE: WorkForce Board Member Nomination

Dear Commissioners:

Thomas McIntosh has served on the FloridaWorks Board for the past three years.

Mr. McIntosh operates a highly successful real estate business. He has been an active member of the Chamber for more than 20 years and currently serves as Chairman of the Board for the Gainesville Area Chamber of Commerce. In addition, he sits on the Board of the Builders Association of North Central Florida, M&S Bank and the Board of the Gainesville Multiple Listing Service.

Mr. McIntosh has been an outstanding community leader. He has a strong commitment to the community and understands the importance of the workforce to the local economy and economic outreach activities. He has both the time and the qualifications for this position. I am confident he will continue to make a valuable contribution to the Region 9 FloridaWorks Board.

Thank you for your consideration. I welcome any comment or questions you may have regarding Thomas McIntosh.

Sincerely,

Brent Christensen
President

ACCREDITED

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

FloridaWorks

Alachua/Bradford • A Community Partnership

APPLICATION FOR FLORIDAWORKS MEMBERSHIP

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

Today's Date: 5-5-2011

I. Name: JAMES T PAINTER

II. Organization/Employer Name: PAINTER MASONRY INC

Occupation/Title: VICE PRESIDENT - CO OWNER COO

Prior Occupation if retired: _____

Business Address: 2425 NE 19TH DRIVE

GAINESVILLE, FL 32609

Business is located in: ☒ Alachua County ☐ Bradford County

Business Phone Number: 352-378-7511 Fax Number: 352-378-9330

Email Address: jim@paintermasonry.com Number of Employees in Company: 20+

III. Demographic Data (Optional):

a. Gender ☐ Female ☒ Male

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

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

d. Veteran ☒ No ☐ Yes, Branch _____

e. Educational Degrees, College or University, type of degree, include specialized training:
AA - SFC

IV. What is your interest in becoming a member of the FloridaWorks Board?
A well trained work force

V. What special experience/training or qualifications do you have that you could bring to the Board?
40+ years in Business

VI. Other current or previous Board membership (include offices held or committee):
FHBA - Executive Board Member Incoming Chair FBA
SFC - Foundation Board Member Future Builders
The Village - Board Member

VII. Any personal information you wish to share with us (Marital Status/Partner's Name/Children and Hobbies):

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

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

Signature

5-5-2011
Date

Please return this application to:

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

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

Gainesville Area
CHAMBER OF COMMERCE

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

June 8, 2011

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

RE: WorkForce Board Member Nomination

Dear Commissioners:

I am pleased to recommend James Painter for a position on the FloridaWorks Board.

Mr. Painter is co-owner of Painter Masonry, Inc. located in Alachua County. Mr. Painter is currently the Chair-elect for Future Builders Association. He is a Foundation Board member for Santa Fe College and an executive board member for FHBA.

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

Thank you for your consideration. I welcome any comments or questions you may have regarding this recommendation.

Sincerely,

Brent Christensen
President

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

June 28, 2011 Regular BoCC Meeting
Agenda Item #7

Title
Land Conservation Board Appointments

Amount
N/A

Description
A request to appoint three citizens to 'Natural Resources Professional' positions on the Land Conservation Board. All three terms end December 2014.

Recommendation
Appoint three citizens to 'Natural Resources Professional' positions on the Land Conservation Board with terms ending December 2014.

Alternative(s)
Continue to advertise the vacancies.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally sheet, membership roster, attendance roster, applications

Documents Requiring Action
N/A

Executive Summary
The Land Conservation Board has three vacancies, all 'Natural Resources Professionals'. Currently there are three applicants for the vacancies.

Background
County Ordinance #01-25 established the Land Conservation Board, comprised of eleven members and one alternate serving four-year terms. Functions of the board include selecting and acquiring environmentally significant lands purchased using Alachua County Forever bond proceeds. Natural Resource Professional – appoint THREE to terms ending December 2014: 1) Jack Hauptman (served 3 terms, attendance satisfactory) 2) Thomas Hoctor (served 2 terms, attendance satisfactory) 3) Robert Simons (served 3 terms, attendance satisfactory)

Issues
These positions have been advertised for more than 6 months and no other qualified citizens have applied.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: SimonsR NRP.pdf
Attachment: HoctorT NRP with CV.pdf
Attachment: LCB Tally Sheet.pdf
Attachment: LCB Attendance.pdf
Attachment: LCB Roster 06 08 11.pdf
Attachment: HauptmanJ Natural Resources Professional.pdf

COMMITTEE: Land Conservation Board **06/28/11**

APPLICANTS	BAIRD	BYERLY	LONG	DeLANEY	PINKOSON
Natural Resources Professionals – appoint THREE to terms ending December 2014:					
Jack Hauptman (served 3 terms, attendance satisfactory)					
Thomas S. Hoctor (served 2 terms, attendance satisfactory)					
Bob Simons (served 3 terms, attendance satisfactory)					

Land Conservation Board STAFF: Sandra Vardaman - (352) 264-6803				4 year terms
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
Dan Rountree Appt Date: 1/26/2008 Previous member: Zaber , Pam - Term Expired Category: Citizen-at-Large	1205 NE 6 Terrace Gainesville, FL 32601 (h)(352) 376-4865 danrountree@bellsouth.net	12/31/2011	2	County
Gladys Lane Appt Date: 1/26/2008 Previous member: Colverson, Pete Category: Citizen-at-Large	526 NW 91 Street Gainesville, FL 32607 (h)(352) 332-3884 wgmlane@bellsouth.net	12/31/2011	2	County
Joseph Prenger Appt Date: 1/26/2010 Previous member: Chandler, Dr. Debra J - Resignation Category: Citizen-at-Large	855 NE 7th Place Gainesville, 32601 (h)(352) 246-3981 (w)(386) 754-1051 ext: 229 joe.prenger@myfwc.com	1/31/2013	1	County
B.J. Bukata Appt Date: 1/1/2009 Previous member: McGraw, Diyonne Category: Citizen-at-Large	824 NW 7th Avenue Gainesville, FL 32601 (h)(352) 379-9587 bbukata@jea.net	12/31/2013	2	County
Darrell F Hartman Appt Date: 1/26/2010 Previous member: Lovings Morse, Regina Category: Citizen-at-Large	2107 SW 43rd Place Gainesville, 32608 (h)(352) 373-1049 hart1man@cox.net	12/31/2013	1	County
Christopher B Kinslow Appt Date: 1/26/2010 Previous member: Slone , Daniel H - Resignation Category: Citizen-at-Large (Alternate)	1810 NW 23rd Blvd. #191 Gainesville, 32605 (h)(352) 514-5818 (w)(352) 258-4507 ckinslow@ufl.edu	1/31/2013	1	County
John Derbish Appt Date: 2/10/2009 Previous member: Barkdoll, Dr. Anne Category: Natural Resources Professional	2121 NE 55th Blvd Gainesville, FL 32641 (h)(352) 672-6422 (w)(786) 547-8311 johnderbish@yahoo.com	12/31/2011	1	County
Christine M Housel Appt Date: 1/26/2010 Previous member: Auth, Mr. David Category: Natural Resources Professional	922 NW 20th St. Gainesville, 32603 (h)(352) 371-2342 (w)(352) 846-0885 cmhousel@yahoo.com	12/31/2013	1	County
VACANT Appt Date: 1/1/2011 Previous member: Jack Hauptman - Continues to serve Category: Natural Resources Professional	4309 NW 70th Terrace Gainesville, FL 32606 (h)(352) 379-5814 hauptmanjack@cox.net	12/31/2014	3	County

VACANT Appt Date: 1/1/2011 Previous member: Bob Simons - Continues to serve Category: Natural Resources Professional	1122 SW 11th Avenue Gainesville, FL 32601 (h)(352) 372-7646 rsimons@cox.net	12/31/2014	3	County
VACANT Appt Date: 1/1/2011 Previous member: Tom Hoctor - Continues to serve Category: Natural Resources Professional	5631 NW 34th Street Gainesville, FL 32653 (h)(352) 336-8086 (w)(352) 392-5037 Tomh@geoplan.ufl.edu	12/31/2014	2	County
Jason Teisinger Appt Date: 2/1/2009 Previous member: Campbell, Micheal - Term Expired Category: Natural Resources Professional	PO Box 13673 Gainesville, FL 32604 jteisinger@gis-associates.com	1/31/2013	2	County
Report Date: 6/8/2011 @ 8:58 AM				

Land Conservation Board

Staff Liaison: Sandra Vardaman

Member	Position	Mbr Start	Mbr End	7/22/2010 5:30 PM	10/28/2010 5:30 PM	12/16/2010 5:30 PM	1/13/2011 5:30 PM	1/27/2011 5:30 PM	2/10/2011 5:30 PM	Meetings Attended
Bukata, Mr. B.J.	Citizen-at-Large	1/1/2009	12/31/2013	P	P	P	P	P	A	5 of 6
Derbish , John	Natural Resources Professional	2/10/2009	12/31/2011	P	A	P	P	P	P	5 of 6
Hartman , Darrell F	Citizen-at-Large	1/26/2010	12/31/2013	P	P	P	P	P	P	6 of 6
Hauptman, Jack - Continues to serve	Natural Resources Professional	2/27/2007	12/31/2010	P	P	P	P	P	P	6 of 6
Hoctor, Tom - Continues to serve	Natural Resources Professional	2/27/2007	12/31/2010	P	P	P	P	P	A	5 of 6
Housel , Christine M	Natural Resources Professional	1/26/2010	12/31/2013	P	A	P	P	P	P	5 of 6
Kinslow , Christopher B	Citizen-at-Large (Alternate)	1/26/2010	1/31/2013	P	A	P	A	A	P	3 of 6
Lane , Gladys	Citizen-at-Large	1/26/2008	12/31/2011	A	P	P	P	P	P	5 of 6
Prenger , Joseph	Citizen-at-Large	1/26/2010	1/31/2013	P	P	P	A	P	P	5 of 6
Rountree , Dan	Citizen-at-Large	1/26/2008	12/31/2011	P	A	P	P	P	P	5 of 6
Simons , Bob - Continues to serve	Natural Resources Professional	2/27/2007	12/31/2010	P	P	P	A	P	P	5 of 6
Teisinger, Jason	Natural Resources Professional	2/1/2009	1/31/2013	P	P	P	P	P	P	6 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 CITIZEN ADVISORY BOARD APPLICATION

received 5-17-11

NAME OF ADVISORY BOARD/COMMITTEE: LAND CONSERVATION BOARD

Board Position (type of position/category): 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: JACK HAUPTMAN

ADDRESS: 4309 NW 70TH TER. CITY: GAINESVILLE ZIP CODE: 32606

E-MAIL ADDRESS: hauptmanjack@cox.net TELEPHONE: HOME: 379-5814 OFFICE:

OCCUPATION: RETIRED PLACE OF EMPLOYMENT:

EDUCATION: BS. LANDSCAPE ARCHITECTURE Syracuse University - (1960) PROFESSIONAL ORGANIZATIONS:

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): LAND CONSERVATION BOARD

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

SEE RESUME

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

OVER 30 YRS EXPERIENCE ENVIRONMENTAL CONSERVATION PLANNING AND MANAGEMENT

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

BRING A COMPREHENSIVE OUTLOOK TO USING ACQUISITION FUNDS AS PART OF CREATING STRATEGY OF ENVIRONMENTAL PROTECTION

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 ☐ 17 MAY '11 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 ☐ 17 MAY '11 DATE _____ SIGNATURE

Rev. 10/2008

John A. Hauptman

4309 NW 70th Terrace
Gainesville, FL 32606
Phone: (352) 379-5814 / Fax: (352) 335-9959

Summary

More than 35 years of experience in environmental conservation, in outdoor recreation and in natural resource management and protection. Achievements include:

- Initiation and development of policy and plans of action to solve sensitive environmental issues on national, regional, state and local levels.
- Generation of government, public, political and professional support for these policies and plans, working cooperatively with government and private sectors at all levels to effectively manage and conserve natural resources.
- Selection, hiring, training and supervision of professional staff with diversified backgrounds and expertise.

Professional Experience

1/97 - **CONSULTANT**
Alachua County Land Conservation Board (1-01 to 1-11): to protect environmentally sensitive lands, **Chair,** for 8 years.
Advised **Edison National Historic Site** on setting up a fundraising agreement with friends group. Also, helped conduct a workshop for **National Park Service, Atlantic Region,** on park managers' role in developing and maintaining public/private partnerships.

3/91 - 1/97 **SUPERINTENDENT, Fire Island National Seashore**
5/82 - 1/87 Administrative Office, 120 Laurel Street, Patchogue, NY 11772

Responsible for all aspects of natural resource protection and visitor services within the 10,000-acre 30-mile-long barrier beach, plus the Fire Island Lighthouse and the William Floyd Estate in Shirley.

Initiated, developed support for and implemented policies on sensitive land-use issues affecting 3,700 private property owners in the jurisdictions of two townships, two villages and 17 communities within the National Seashore boundaries. Accomplishments include:

- Completion of the Wilderness Plan for the only federally designated wilderness area in New York State.
- Completion of the Seashore Land Protection Plan establishing regulatory, tax incentive and public-private cooperative strategies for resource protection.
- Chairman, Suffolk County Pine Barrens Commission.
- Led National Park Service team providing assistance helpful to the development of an international biosphere reserve in the East Carpathian Mountains of Slovakia, Ukraine and Poland. May 1993

2/87 - 3/91 **SUPERINTENDENT, Acadia National Park**
Administrative Office, Box 177, Bar Harbor, Maine 04609

- Managed all aspects of natural, cultural and historic resource protection and visitor services in the second most visited and one of the most prestigious parks in the National Park System.
- Assumed a statewide leadership role in developing and gaining support for regional tourism and environmental conservation strategies.

• Put in place private fundraising effort to restore Park's carriage roads and vistas.
• Hosted biweekly public education radio program on conservation issues.

• Served on state and regional advisory boards on research, tourism, planning and park management.

2/81 - 5/81 **ACTING ASSOCIATE DIRECTOR for NATURAL PROGRAMS (National)**, Heritage Conservation & Recreation Service (HCRS), Washington DC
Managed three divisions concerned with federal Natural Resource Programs and handled orderly transition between Administrations, which included the merger of HCRS and the National Park Service.

4/79 - 2/81 **DIVISION CHIEF (National), HCRS**, Washington DC
Implemented federal policy on the National Wild and Scenic Rivers and the National Trail Systems. Responded to Secretary of Interior and Congressional requests for special studies and surveys on sensitive natural resources issues.

9/74 - 4/79 **ASSISTANT REGIONAL DIRECTOR, HCRS**, Philadelphia, PA
Responsible for directing special studies and technical assistance, supervising Water Resources and State Planning Divisions and directing high priority Interior and HCRS efforts, including Boston, Philadelphia and New York Urban Recreation Studies; project leader for New Jersey Pine Barrens Task Force.

7/70-4/79 **ASSISTANT DIVISION CHIEF (National,) Bureau of Outdoor Recreation**, Washington DC
Provided planning guidance to regional office and Bureau Director on issues related to resource management, wild and scenic rivers, national trail studies and water resources. Special projects included Lake Tahoe Study and Alaska Planning Group.

10/66-7/70 **DIVISION CHIEF (Regional), Bureau of Outdoor Recreation**
Philadelphia, PA
Responsible for assisting states in developing State Comprehensive Outdoor Recreation Plans and helping regional and local governments prepare recreation and environmental strategies. Special projects included Project Leader for Connecticut River Study and for Gateway National Recreation Area Study.

11/61-10/66 **PLANNING DIRECTOR, Vollmer Associates**, New York, NY
Directed long-range park and recreation plans for state, county and local governments.

6/60-11/61 **LANDSCAPE ARCHITECT, Andrews & Clark**
New York, NY

Education

Syracuse University, B.S., Landscape Architecture, 1960

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3436

Name of Advisory Board/Committee:
Land Conservation Board

Applying For:
Natural Resources Professional

First Name:
Thomas

Middle Initial:
S

Last Name:
Hoctor

Suffix:

Address:
5631 NW 34th Street

City:
Gainesville

Zip Code:
32653

E-Mail Address:
tomh@geoplan.ufl.edu

Home Phone:
352-336-8086

Work Phone:
352-392-5037

Ext:

Occupation:
Research Program Director

Place of Employment
University of Florida

Education:

University of Florida, Gainesville, FL 2003. Received Ph.D. in Department of Wildlife Ecology and Conservation. Dissertation title: Regional landscape analysis and reserve design to conserve Florida's biodiversity.

University of Florida, Gainesville, FL 1992. Completed a Master of Forest Resources and Conservation degree specializing in conservation biology and policy.

Harvard University, Cambridge, MA 1989. Received a B.A. in History and Science.

Astronaut High School, Ti

Professional Organizations:

--Society for Conservation Biology
--International Association for Landscape Ecology
--Sigma Xi

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?

20 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):

Land Conservation Board

Civic and Professional Accomplishments/Honors:

- Editorial Board, Journal of Conservation Planning
- Editorial Board, Environmental Bioindicators journal
- Chair of the Landscape Subteam responsible for developing reserve design strategies for listed species in South Florida for the U.S. Fish and Wildlife Service's South Florida Multi-species/Ecosystem Recovery Implementation Team (MERIT), 2000-2002.
- Served on the U.S. Fish and Wildlife Service's MERIT sub-team for identifying essential habitat and conservation strategies for the Florida panther, 2000-2002.
- Serve on an advisory group working with Florida Natural Areas Inventory to develop methods to prioritize potential conservation land acquisitions for the Florida Forever program, 2000-2011.

Peer-reviewed proposals for the National Fish and Wildlife Foundation in 2005 and 2006.

- Peer-reviewed articles for the journals Conservation Biology, BioScience, Journal of Wildlife Management, Southeastern Naturalist, Conservation Planning, Landscape Ecology, Landscape and Urban Planning, Ecological Applications, Ecological Modeling, Environmental Management, Climatic Change, Forest Ecology and Management, and Environmental Bioindicators.

Training or Experience Related to the Appointment:

I am the director of the Center for Landscape Conservation Planning at the University of Florida and have graduate and research project training in wildlife ecology, landscape ecology, conservation biology, and conservation policy. My research projects deal with various aspects of conserving Florida's biodiversity and ecosystems including the Florida Ecological Greenways Network project and the Critical Lands and Waters Identification Project. I have also been involved in various conservation projects in Alachua County and the surrounding region for twenty years.

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

I have served on the Land Conservation Board for over five years and therefore understand what has been accomplished and what challenges lie ahead specifically for Alachua Forever and conservation issues in the county. My expertise includes the use of Geographic Information Systems (GIS) for assessing the priority of areas for conservation in similar conservation programs such as Florida Forever. I am also an expert on many of Florida's vertebrate listed species and wildlife corridor design. This expertise is an important asset to the LCB, since it is responsible for assessing the value of areas for conservation and determining which are most important for including in the land acquisition program.

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

CURRICULUM VITAE

Thomas Scott Hoctor, Ph.D.

Director of the Center for Landscape Conservation Planning
College of Design, Construction and Planning
University of Florida

Research Program Director
Department of Landscape Architecture
University of Florida

Research Associate, GeoPlan Center
Department of Urban and Regional Planning
University of Florida

c/o Department of Landscape Architecture
University of Florida
Gainesville, FL, 32611
phone: 352-392-5037
e-mail: tomh@geoplan.ufl.edu

EDUCATION

University of Florida, Gainesville, FL
2003. Received Ph.D. in Department of Wildlife Ecology and Conservation. Dissertation title: Regional landscape analysis and reserve design to conserve Florida's biodiversity.

University of Florida, Gainesville, FL
1992. Completed a Master of Forest Resources and Conservation degree specializing in conservation biology and policy. Major course work included conservation biology, wetland and aquatic systems conservation, landscape ecology, and resource policy and management. Wrote technical paper on the application of buffer zone concepts to reserve design.

Harvard University, Cambridge, MA
1989. Received a B.A. in History and Science in June 1989. Emphasis was on biology and American history in course work. Graduated summa cum laude in major with a 3.85 grade point average and a 3.65 overall. Wrote senior thesis on the history of early American fish culture and the involvement of anglers. Received a Harvard College Scholarship and a John Winthrop Scholarship for academic achievement through 1987-1989.

Astronaut High School, Titusville, FL
1985. Class valedictorian. All-state in football and All-district in tennis.

AREAS OF SPECIALIZATION AND SKILLS

- Regional landscape ecological analysis and conservation planning
- Ecological reserve network design
- Geographic Information Systems (GIS) spatial analysis using Arc-Info, ArcView, and ArcGIS
- Large carnivore ecology and conservation
- Identification of Florida natural communities
- Identification of North American bird species through sight and song

APPOINTMENTS AND POSITIONS

2008-present	Director, Center for Landscape Conservation Planning, Department of Landscape Architecture, University of Florida
2008-present	Research Program Director, Department of Landscape Architecture, University of Florida
2005-present	Greenways Program Scientist, Conservation Trust for Florida
2003-present	Research Associate and Principal Investigator, GeoPlan Center, Department of Urban and Regional Planning, University of Florida
1998-present	Private Consultant, Conservation Research and Planning
2006-2007	Adjunct Faculty, Department of Landscape Architecture, University of Florida
1997-2003	Research Assistant and Co-Principal Investigator, GeoPlan Center, Department of Urban and Regional Planning, University of Florida
1995-1996	Research Assistant, GeoPlan Center, Department of Urban and Regional Planning, University of Florida
1995-1996	Field Assistant, Conway Conservation, Inc.
1993	Research Assistant, Department of Wildlife Ecology and Conservation, University of Florida
1992-1995	Field Assistant, Department of Wildlife Ecology and Conservation, University of Florida

PROFESSIONAL EXPERIENCE

Principal Investigator, Cooperative Conservation Blueprint Regional Pilot Projects, 2010-. Working with the Florida Fish and Wildlife Conservation Commission, Florida Natural Areas Inventory, and other partners to identify conservation priorities using a combination of state and regional data. Also working with stakeholders and local and regional governments to identify incentives-based conservation strategies to protect natural resources in south-central and southwest Florida.

Principal Investigator, Florida Ecological Greenways Update Project, 2010-. Working with the Florida Fish and Wildlife Conservation Commission and Conservation Trust for Florida on a State Wildlife Grant to update the base boundaries and priorities of the Florida Ecological Greenways Network using updated and new input GIS data layers and ecological corridor modeling methods.

Principal Investigator, Cooperative Conservation Blueprint Project, 2008-. Working with the Florida Fish and Wildlife Conservation Commission and other partners to adapt the Critical Lands and Waters Identification Project conservation priorities to development of a state conservation vision. Work includes development of additional GIS analysis to inform the development of the blueprint including proposed new conservation incentives programs.

Habitat Modeler, Swallow-tailed Kite Regional Habitat Analysis Project, 2008-. Working with Ken Meyer from Avian Research and Conservation Institute, Inc. and the U.S. Fish and Wildlife Service to identify Swallow-tailed Kite habitat in Florida, Georgia, and South Carolina. Work includes the development of GIS habitat models that identify potential habitat and habitat quality using land use data and known kite nesting locations.

Principal Investigator, Critical Lands and Waters Identification Project, 2006-. Working with the Florida Natural Areas Inventory and Florida Fish and Wildlife Conservation Commission to identify statewide biodiversity and ecosystem service conservation priorities for the Florida Century Commission. The Century Commission is a legislatively created advisory body tasked to identify strategies to protect Florida's natural resources despite continued human population growth.

Assistant, Development of Species Occurrence Database, 2006-. Working with the GeoPlan Center at the University of Florida to collect additional occurrence data for various focal species in Florida to use in the Efficient Transportation Decision Making Model (ETDM) created for the Florida Department of Environmental Protection. ETDM is an online impact review application that allows relevant agency staff and the public to review the potential environmental and social impacts of proposed transportation infrastructure projects.

Greenways Program Scientist, Conservation Trust for Florida, 2005-. Working with the Conservation Trust for Florida to implement protection of priority landscape linkages in Florida.

Principal and Co-principal Investigator, Impacts Assessment Decision Support Model Project for the Southwest Florida Water Management District, 2002-. Working with the SWFWMD to develop a GIS-based decision support model that can be used to assess the potential impacts of proposed activities on SWFWMD-owned lands.

Principal and Co-Principal Investigator, Florida Greenways Modeling Project, 1995-. Working with the University of Florida Department of Landscape Architecture and the GeoPlan Center to develop and conduct a GIS model to identify an integrated statewide conservation system for Florida; to prioritize identified areas; to revise the model results as new information becomes available, and to protect critical landscapes.

Principal Investigator, Heartland 2060 Ecological Prioritization, 2009-2010. Worked with Florida Natural Areas Inventory, The Nature Conservancy, Archbold Biological Station, and the Central Florida Regional Planning Council to identify ecological conservation priorities throughout south-central Florida to support regional visioning and comprehensive conservation and land use planning. Priorities were identified using a combination of data from the Critical Lands and Waters Identification Project and regional data.

Principal Investigator, Identification of Ecological Connectivity Priorities for Babcock Ranch, 2009-2010. Worked with Reed Noss of the University of Central Florida to develop recommendations for maintaining and restoring functional ecological connectivity between Babcock Ranch and other existing conservation areas in the southwest Florida region. Work included development of GIS habitat and connectivity models for the Florida black bear, Florida panther, and Sherman's fox squirrel; identification of issues with road crossings; and the development of recommendations to further study and protect regional ecological connectivity.

Principal Investigator, Regional Gopher Tortoise Habitat Modeling Project, 2009-2010. Worked with the U.S. Fish and Wildlife Service to develop a GIS assessment of potential gopher tortoise habitat in Florida, Georgia, and part of Alabama. Work includes identification of best potential habitat including areas that may be suitable for land protection strategies such as mitigation banking.

Principal Investigator, Southwest Florida Water Management District Conservation Land Acquisition Re-assessment, 2008-2009. Worked with the Southwest Florida Water Management District and Wildlands Conservation to develop a new GIS methodology for identifying conservation land acquisition priorities. Work included the development of a new GIS model integrating data from the Critical Lands and Waters Identification Project and various regional data to identify conservation priorities.

Principal Investigator, Greater Ridge Conservation Planning Tool, 2007-2008. Worked with The Nature Conservancy and Archbold Biological Station to identify important conservation priority areas and supporting lands and waters needed to maintain the ecological integrity of conservation lands within the Lake Wales Ridge region of central Florida. Work included development of a GIS database of priority conservation areas, vertebrate species habitat, wildlife corridors, conservation lands buffers, and priority watershed protection areas.

Principal Investigator, Identification of Corridor Options for the Florida Black Bear in the Wekiva River Basin, 2007-2008. Worked with The Nature Conservancy to identify key parcels for completing a functional bear corridor between the Ocala National Forest and protected lands in the Wekiva River Basin north of Orlando using GIS habitat analysis, parcel and aerial photography data, and surveys of road crossings.

Principal Investigator, development of Florida black bear habitat models, 2005-2006. Working with the Florida Fish and Wildlife Conservation Commission to develop statewide rules-based and statistical habitat models for the Florida black bear. These models will be used to develop habitat conservation recommendations for the Florida black bear to ensure its viability.

Consultant with Pandion Systems, 2005. Developed GIS habitat models for the Florida black bear and gopher tortoise for an environmental assessment application in Volusia County, Florida.

Contractor with the University of Central Florida, 2004-2005. Worked with Dr. Reed Noss to develop GIS habitat models for various focal vertebrate species to identify priority habitat and wildlife corridors in the western Florida panhandle.

Contractor with the Florida Chapter of The Nature Conservancy, 2004-2005. Developing GIS ecological threat indices for the state of Florida as part of Florida's Comprehensive Wildlife Conservation Strategy planning process.

Co-principal Investigator, development of recommendations and tools to facilitate regional ecological assessments in all U.S. EPA regions, 2003-2004. Worked with Region 4 EPA and the EPA Office of Policy, Economics, and Innovation to survey existing regional assessment efforts and develop guidelines that can be used to conduct regional assessments of areas critical for conserving biodiversity and ecosystem services.

Co-principal investigator, 2003-2004. Worked with the U. S. Army Corps of Engineers and U. S. Department of Defense to identify listed species and natural resource conservation opportunities on lands surrounding eleven military bases in the Piedmont ecoregion of Georgia, South Carolina, and North Carolina.

Consultant with Pandion Systems, 2003-2004. Conducted assessment of land conservation priorities for the St. Lucie County land conservation program.

Co-principal Investigator, Identification of reserve options for protecting federally listed species in South Florida, 2002-2003. Worked with the U.S. Fish and Wildlife Service and Frank Mazzotti et al. from the University of Florida to update habitat models for listed species and develop reserve options and priorities for conserving all federally listed species while maximizing benefits to the region's overall biodiversity.

Consultant with Pandion Systems, 2001-2002. Developed landscape assessments and potential natural vegetation information to evaluate the significance of lands for conserving biological diversity within St. Johns County.

Landscape ecologist, landscape analysis of Florida panther habitat, 2000-2002. Worked with the University of Kentucky on a GIS spatial analysis of potential habitat and landscape connectivity for the Florida panther in south and south-central Florida.

Contractor working with the Florida Chapter of The Nature Conservancy, 1999-2002. Conducted an ecoregional analysis of biological diversity to identify priority conservation areas in peninsular Florida using expert workshops and GIS.

Consultant with Pandion Systems, 1999-2002. Advised consulting team on GIS spatial landscape and species indices modeling for the Wekiva River basin. The goal was to develop a GIS model that predicts ecological impacts of proposed development in and near the Wekiva River basin.

Co-Principal Investigator, analysis of Florida black bear habitat and landscape management for the Florida Fish and Wildlife Conservation Commission, 1999-2000. Worked with the University of Kentucky on a literature review of black bear ecology and Florida ecosystem dynamics to develop habitat and landscape management recommendations for the Florida black bear.

Co-Principal Investigator, EPA Southeastern Region Landscape Ecological Analysis Project, University of Florida, 1998-2002. Conducted a GIS analysis and identification of ecologically significant areas and connectivity in the southeast region of the United States including Florida, Georgia, Alabama, Mississippi, South Carolina, North Carolina, Tennessee, and Kentucky.

Landscape ecologist, Chassahowitzka black bear landscape analysis, University of Florida, 1998-2001. Worked with the University of Kentucky and the Southwest Florida Water Management District to conduct a GIS habitat analysis for the Chassahowitzka population of the Florida black bear to determine potential habitat availability and connectivity to other bear populations.

Contractor, Indian River County Conservation Priorities Study, Conway Conservation, Inc., 1998-1999. Conducted a GIS analysis of ecological features in Indian River County, Florida to identify priority areas for county conservation lands acquisition program.

Field Assistant, Conway Conservation, Inc., 1995-1996. Conducted land cover groundtruthing for a GIS Land Use/Cover Mapping for the Suwannee River Water Management District. Member of field team verifying photo-interpretation for land use/cover mapping.

Research Assistant, University of Florida, 1995. Conducted an ecological contextual analysis for the Camp Blanding Military Site, Florida Department of Military Affairs. Involved GIS spatial analysis using ARC-Info to identify priority conservation landscape features in and near Camp Blanding.

Field Assistant, University of Florida, 1992-1995. Surveyed bird populations in research project on impacts of clear cutting on bird usage of cypress ponds.

Research Assistant, University of Florida, 1993. Restoration Ecology/Sciences program development research. Worked with the Department of Wildlife Ecology Chair on background research for development of a restoration ecology/sciences program.

Project Supervisor of the wildlife team for the Cross-Florida Greenway study, University of Florida, 1991-1992. Developed design criteria for wildlife corridor along 150 miles of barge canal lands through north central Florida. Coordinated field work, literature reviews, mapping, and report writing. Co-authored final report on biological issues.

Independent Researcher, 1992. Quantified negative edge effects in several Florida ecosystems. Investigated negative edge effect intensity by placing artificial ground nests in transects near different ecosystem edge types on San Felasco State Preserve and the Cross-Florida Greenway.

Research Assistant, University of Florida, 1989-1990. Formulated recommendations for buffering state parks from outside threats. Also helped develop a comprehensive bibliography on reserve and park design criteria.

Research Assistant, Museum of Comparative Zoology, Harvard University, 1989. Conducted experiment on cichlid development and functional feeding morphology that became basis of lab experiment in a biology course at Harvard.

Assistant to the Curator of the research ornithological collection, Harvard University, 1986-1989.

TEACHING AND ADVISING EXPERIENCE

Co-Course Instructor, Department of Landscape Architecture, University of Florida, Spring 2010-11. Co-taught graduate GIS and regional conservation planning studio for the Department of Landscape Architecture and Department of Urban and Regional Planning.

Co-Course Instructor, Florida Fish and Wildlife Conservation Commission (FWC) Florida Conservation Planning Manual, February 2009. Helping FWC staff teach a half day course on conservation planning as part of the development of their draft Conservation Planning Manual.

Co-Course Instructor, Department of Wildlife Ecology and Conservation, University of Florida, Spring 2007. Co-taught graduate landscape ecology class including theory, application, and GIS tools.

Co-Course Instructor, Department of Landscape Architecture, University of Florida, Spring 2006-2007. Co-taught graduate GIS and regional conservation planning studio for the Department of Landscape Architecture and Department of Urban and Regional Planning.

Course Assistant, Department of Landscape Architecture, University of Florida, Spring 2006-2007. Lectured in landscape ecology and conservation biology to a combined undergraduate and graduate course in landscape management.

Co-Course Instructor, Department of Landscape Architecture, University of Florida, Fall 2006. Co-taught undergraduate GIS analysis studio for the Department of Landscape Architecture.

Teaching Assistant and Lecturer, Departments of Landscape Architecture and Urban and Regional Planning, University of Florida, 1994-2005. Served as a teaching assistant in various undergraduate and graduate studio courses on regional landscape design and the use of GIS in regional conservation planning.

Co-Course Instructor, Department of Landscape Architecture, University of Florida, Fall 2001. Co-taught senior –level undergraduate environmental design studio using GIS to develop regional and local land use and master plans.

Co-Course Developer, National Conservation Training Center, Sheperdstown, WV, 2001. Helped develop a course in Green Infrastructure Planning taught at the National Conservation Training Center.

Co-Course Instructor, Department of Wildlife Ecology and Conservation and Department of Landscape Architecture, University of Florida, 1999-2000. Co-taught two undergraduate courses in landscape ecology including lectures, GIS labs, and a GIS project.

Co-Course Instructor, National Conservation Training Center, Sheperdstown, WV, 1998. Taught module on the application of landscape ecology and conservation biology to regional conservation planning in a course titled "GIS Design for Regional Conservation Planning". Also presented the Florida Ecological Greenways Decision Support Model and GIS analyses used in the project.

Teaching Assistant, Department of Wildlife Ecology and Conservation, University of Florida, 1997. Supervised and coordinated course project on a regional landscape conservation application in a graduate landscape ecology course.

Teaching Assistant, Department of Wildlife Ecology and Conservation, University of Florida, 1990-1994. Served as a teaching assistant in four semesters of the undergraduate class, Wildlife Issues.

Resident Advisor, Athletic Dormitory, University Athletic Association, University of Florida, 1989-1995.

GRADUATE STUDENT COMMITTEES

Mary Brown, MLA, Department of Landscape Architecture, University of Florida, 2009
Michael O'Brien, MLA, Department of Landscape Architecture, University of Florida, projected graduation Summer 2010
Kelly Burks-Cope, Ph.D., School of Natural Resources and Environment, University of Florida, 2008-
Rosalynn Johnson, Ph.D., Department of Wildlife Ecology and Conservation, University of Florida, 2009-

ASSOCIATIONS

- Society for Conservation Biology
- International Association for Landscape Ecology
- Natural Areas Association
- Sigma Xi
- Advisory Board, Florida Defenders of the Environment

BOARDS, COMMITTEES AND PANELS

- Editorial Board, Journal of Conservation Planning
- Editorial Board, Environmental Bioindicators journal
- Vice Chair of the Alachua County Land Conservation Board, which is in charge of selecting conservation lands to purchase under the Alachua Forever land conservation program.
- U.S. Fish and Wildlife Service's South Florida Multi-species/Ecosystem Recovery Implementation Team (MERIT), 2000-2002, Chair of the Landscape Subteam responsible for developing reserve design strategies for listed species in South Florida.
- U.S. Fish and Wildlife Service's MERIT sub-team for identifying essential habitat and conservation strategies for the Florida panther, 2000-2002.
- Served on an advisory group working with Florida Natural Areas Inventory to develop methods to prioritize potential conservation land acquisitions for the Florida Forever program, 2000-2002.
- Biodiversity Conservation Goals Panel for the Florida Forever Advisory Council, 2000
- Committee Member, Interstate 4 Ecological Impact Review Team, 1995-1997
- Committee Member, State Road 40 EIS Review Team, 1995-1996
- Designee for Dr. Larry Harris on the Florida Greenways Commission, 1992-1995
- Ecological Consultant, Hillsborough County Development Code, 1993

MISCELLANEOUS

- Peer-reviewed proposals for the National Fish and Wildlife Foundation in 2005 and 2006.
- Peer-reviewed articles for the journals *Conservation Biology, BioScience, Journal of Wildlife Management, Southeastern Naturalist, Conservation Planning, Landscape Ecology, Landscape and Urban Planning, Ecological Applications, Ecological Modeling, Environmental Management, Climatic Change, Forest Ecology and Management,* and *Environmental Bioindicators.*
- Expert witness for the Sierra Club on the ecological impacts of the proposed changes to the Alachua County Comprehensive Plan in administrative hearing process in December 2003.
- Served as expert on wildlife corridors for team working to get the San Felasco-Sante Fe Conservation Corridor project included in the Alachua County, FL conservation land acquisition program, Spring, 2002.
- Expert witness for the St. Johns County Sierra Club on the ecological impacts of the proposed Nocatee development in St. Johns County, FL in administrative hearing process, October 2001.
- Expert witness on the ecological impacts of a proposed school within the Etoniah Creek CARL Project in Putnam County, FL in administrative hearing process, Spring 2001.
- Advisor on the ecological impacts of the Suncoast Parkway in west-central Florida to legal team in lawsuit against the Corps of Engineers.

- Co-sponsored with Richard Hilsenbeck of the Florida Chapter of The Nature Conservancy the addition of the Lecanto Sandhills and OTOW Sandhills to the Longleaf Pine Ecosystem CARL Project in the Florida Preservation 2000 land acquisition program.
- Hosted a conservation biology class from Karlstad University in Sweden while they were visiting Gainesville in November 1998 and 1999, which included lectures on reserve design and field trips to local reserves.
- Reviewed reserve design lab exercise for a landscape ecology lab manual, Learning Landscape Ecology: A Practical Guide to Concepts and Techniques, written by Sarah Gergel and Monica Turner at the University of Wisconsin, spring 1999.
- Invited participant for the Endangered Cats of North America Workshop sponsored by the National Wildlife Federation at White Oak Plantation, FL, February 4-6, 2000.
- Took course in spring 1992 on college teaching methods.
- Travel experience in Costa Rica, southwestern U.S., Alaska, California, Arizona, Colorado, Alberta and eastern Canada; extensive knowledge of the natural history of Florida, Maine, and southern California
- Recreational interests include fishing, birding, hiking, and camping.

PUBLICATIONS

Journal Articles

Hoctor, T. S., W. L. Allen, III, M. H. Carr, P. D. Zwick, E. Huntley, D. J. Smith, D. S. Maehr, R. Buch, and R. Hilsenbeck. 2008. Land corridors in the Southeast USA: connectivity to protect biodiversity and ecosystem services. Journal of Conservation Planning 4:90-122.

Kautz, R., Kawula, R., Hoctor, T., Comiskey, J., Jansen, D., Jennings, D., Kasbohm, J., Mazzotti, F., McBride, R., Richardson, L., and Root, K. 2006. How much is enough? Landscape-scale conservation for the Florida panther. Biological Conservation 130:118-133.

Maehr, D.S., P. Crowley, J.J. Cox, M.L. Lacki, J.L. Larkin, T.S. Hoctor, L.D. Harris, and P.M. Hall. 2006. Of cats and Haruspices: genetic intervention in the Florida panther. Animal Conservation 9:127-132.

Maehr, D.S., J.N. Layne, T.S. Hoctor, and M.A. Orlando. 2004. Status of the black bear in south-central Florida. Florida Field Naturalist 32:85-101.

Larkin, J. L., D. S. Maehr, T. S. Hoctor, M. A. Orlando, and K. Whitney. 2004. Landscape linkages and conservation planning for the black bear in west-central Florida. Animal Conservation 7:23-34.

Maehr, David S., E. Darrell Land , David B. Shindle, Oron L. Bass , Thomas S. Hoctor. 2002. Florida panther dispersal and conservation. Biological Conservation 106:187-197.

Hoctor, Thomas S., M. Carr, and P. Zwick. 2000. Identifying a linked reserve system using a regional landscape approach: the Florida ecological network. Conservation Biology 14(4): 984-1000.

Book Chapters

Hoctor, Thomas S., L. D. Harris, R. F. Noss, and K. A. Whitney. 2006. Spatial ecology and restoration of the longleaf pine evosystem. Pages 377-402 In S. Jose, E. Jokela and D. Miller, editors. Longleaf pine ecosystems: ecology, silviculture, and restoration. Springer-Verlag, New York.

Hoctor, Thomas S., M. Carr, P. Zwick, and D. S. Maehr. 2004. Identification and realization of a Florida Ecological Network: the Florida Statewide Greenways Project and its political context. Pages 222-250 in R. H. G. Jongman and G. Pungetti, editors. Ecological networks and greenways: concept, design, implementation. Cambridge University Press, Cambridge.

Maehr, D. S., R. C. Lacy, E. D. Land, O. L. Bass, and T. S. Hoctor. 2002. Population viability of the Florida panther: a multi-perspective approach. Pages 284-311 in D. McCullough and S. Beissinger, editors. Population viability analysis. University of Chicago Press.

Harris, L. D., Linda C. Duever, Rebecca P. Meegan, Thomas S. Hoctor, James L. Schortemeyer, and David S. Maehr. 2001. The biotic province as the minimum critical unit for biodiversity conservation. D. S. Maehr, R.F. Noss, and J.L. Larkin, editors. Large mammal restoration: Ecological and sociological considerations. Island Press, Washington, D.C.

Maehr, David S, Thomas S. Hoctor, and L. D. Harris. 2001. The Florida panther: a flagship for regional restoration. Pages 293-312 in D. S. Maehr, R. F. Noss, and J. L. Larkin, editors. Large mammal restoration: ecological and sociological challenges in the 21st century. Island Press, Washington, D.C.

Harris, Larry D., Thomas Hoctor, Dave Maehr, and Jim Sanderson. 1996. The role of networks and corridors in enhancing the value and protection of parks and equivalent areas. Pages 173-198 in R. G. Wright, editor. National parks and protected areas: their role in environmental areas. Blackwell Science, Cambridge, MA.

Harris, Larry D., Thomas S. Hoctor, and Sarah E. Gergel. 1996. Landscape processes and their significance to biodiversity conservation. Pages 319-347 in O.E. Rhodes, R. K. Chesser and M. H. Smith, editors. Population dynamics in ecological space and time. The University of Chicago Press, Chicago, IL.

Hall, Phil M., Larry D. Harris, and Thomas S. Hoctor. 1994. Integrating outdoor recreation and wildlife conservation with right-of-way/greenway corridors. Pages 195-229 in Hay, K.G. editor. Greenways, wildlife and natural pipeline corridors. The Conservation Fund, Arlington, VA. 229 pp.

Conference Proceedings

Maehr, D. S., T. S. Hoctor, and L. D. Harris. 2000. Remedies for a denatured landscape: restoring landscapes for native carnivores. Proceedings of the International Congress on Wildlife Management 2.

Carr, Margaret H., Thomas S. Hoctor, and Paul D. Zwick. 1998. Connections at the crossroads: the Florida greenways experiment. Proceedings of the 4th Annual Public Interest Environmental Conference, University of Florida, Gainesville, FL.

Carr, Margaret H., Paul D. Zwick, Thomas S. Hoctor, Wesley Harrell, Andrea Goethals, and Mark A. Benedict. 1998. Using GIS for identifying the interface between ecological greenways and roadway systems at the state and sub-state scales. Pp. 68-77 In: Proceedings of The International Conference on Wildlife Ecology and Transportation. Ft. Myers, FL.

Non Refereed Publications

Zwick, P. D., J. Teisinger, M. Carr, R. Steiner and T. Hoctor. "Where will we Grow? Development of a Florida Growth Potential Model." Florida Engineering Journal, Tallahassee, FL, November, 2002.

Technical Reports

Hoctor, T.S., J. Oetting, and S. Beyeler. 2008. Critical Lands and Waters Identification Project: Report on completion of the CLIP Version 1.0 Database. Report for the Century Commission for a Sustainable Florida, Tallahassee.

Lozar, R. C., C. Ehlschlaeger, J. Westervelt, H. Balbach, H.R. Akcakaya, T. Hoctor, C. Goodison, W.W. Hargrove, F.M. Hoffman, and W. Rose. 2006. Habitat fragmentation handbook for installation planners: Status and options. U.S. Army Corps of Engineers, Engineer Research and Development Center, TR-06-36.

Hoctor, T., M. Carr, and J. Teisinger. 2005. Reprioritization of the Florida Ecological Greenways Network based on the New Base Boundaries Adopted in 2004. Final Report. Office of Greenways and Trails, Florida Department of Environmental Protection, Tallahassee.

Hoctor, T. 2004. Update of the Florida Ecological Greenways Network. Final Report. Office of Greenways and Trails, Florida Department of Environmental Protection, Tallahassee.

Hoctor, T. Ginevra Lewis, and Matt Marsik. 2004. Protecting Critical Ecosystems: Current EPA Regional Activities and Future Agency Opportunities. Final Report. U.S. Environmental Protection Agency, Office of Policy and Economic Innovation, Washington, D.C.

Hoctor, T. S., M. H. Carr, C. Goodison, P. D. Zwick, J. Green, P. Hernandez, C. McCain, K. Whitney, and J. Teisinger. 2002. Final report: Southeastern Ecological Framework. Environmental Protection Agency Region 4, Atlanta, Georgia.

Hoctor, T. S., J. Teisinger, M. H. Carr, P. D. Zwick. 2002. Identification of Critical Linkages within the Florida Ecological Greenways Network. Final Report. Office of Greenways and Trails, Florida Department of Environmental Protection. Tallahassee.

Carr, Margaret H., Thomas S. Hoctor, Paul D. Zwick, Christy McCain, Ryan Morrell and Jason Teisinger. 2002. A Report on Tasks Completed for the Florida Office of Greenways and Trails 2001 – 2002, Florida Department of Environmental Protection, Tallahassee.

Carr, Margaret H., Thomas S. Hoctor, Crystal Goodison, Paul D. Zwick, et al. 2002. Southeastern Ecological Framework, U.S. Environmental Protection Agency Region 4, Atlanta.

Maehr, David S., Thomas S. Hoctor, Luther J. Quinn, and Judy S. Smith. 2001. Black bear habitat management guidelines for Florida. Technical Report No. 17. Florida Fish and Wildlife Conservation Commission, Tallahassee, FL.

Hoctor, Thomas S., Jason Teisinger, Margaret H. Carr and Paul D. Zwick. 2001. Ecological Greenways Network Prioritization for the State of Florida, Florida Department of Environmental Protection, Tallahassee.

Carr, Margaret H., Paul D. Zwick, Thomas Hoctor and Mark A. Benedict. 1999. Final Report – Phase II – Florida Statewide Greenways System Planning Project, Florida Department of Environmental Protection, Tallahassee.

Margaret H. Carr, Paul D. Zwick, Thomas Hoctor and Mark A. Benedict. 1998. Interim Report - Phase II - Florida Statewide Greenways System Planning Project, Florida Department of Environmental Protection, Tallahassee.

Carr, Margaret H., Paul D. Zwick, Thomas Hoctor and Mark A. Benedict. 1996. Final Report - Phase I - Florida Statewide Greenways System Planning Project, Florida Department of Environmental Protection, Tallahassee.

Hoctor, Thomas S., and Larry D. Harris, primary authors. 1995. Conserving native ecosystems and landscapes. Pages 53-65 in Florida Greenways Commission. Florida Greenways: Creating a Statewide Florida Greenway Network, The Florida Greenways Commission, Tallahassee, FL.

Harris, Larry D. and Thomas S. Hoctor. 1992. Cross Florida Greenbelt State Recreation and Conservation Area Management Plan. Volume IV. Report on biological issues. University of Florida, Gainesville.

Hoctor, Thomas S. 1992. Conservation buffer zones: protecting preserves, biological diversity, and ecological integrity. M.F.R.C. Technical paper, University of Florida, Gainesville, 59 pages.

Book Reviews

Hoctor, Thomas S., and L. D. Harris. 1998. Panthers in the landscape. Conservation Biology 12(6):1426-1427.

Harris, L. D. and Thomas S. Hoctor. 1994. Greenway ecology, the prolegomenon. Conservation Biology 8(2):603-605.

CONFERENCE PRESENTATIONS AND SEMINARS

Hoctor, T.S.. P.D. Zwick, and M. Carr. 2010. Large-scale Implications of SLR on Conservation Priority Areas and Human Settlement in Florida. Invited Presentation at the Florida Institute of Conservation Science's Keeping Our Heads Above Water: Surviving the Challenges of Sea-Level Rise in Florida Workshop, Archbold Biological Station, Lake Placid, Florida January 18-20, 2010.

Hoctor, T.S. 2009. Status of conservation in Florida. Panel Discussion at the Florida Native Plant Society Conference, May 2009, Ft. Lauderdale, FL.

Hoctor, T.S., M. Carr, and P. Zwick. 2009. Implications of sea level rise projections in south-central Florida. Presentation to the Lake Wales Ridge Ecosystem Working Group, May 2009, Lake Wales, FL.

Hoctor, T.S., J. Oetting, B. Stys, and M. Endries. 2009. Ecosystem service and green infrastructure assessment in the Florida Critical Lands and Waters Identification Project. U.S. Chapter of the International Association of Landscape Ecology Symposium, April 2009, Snowbird, UT.

Hoctor, T.S., M. Carr, and P. Zwick. 2009. Implications of future growth and sea level rise projections in Florida. Presentation to the Heartland 2060 Regional Visioning work group, May 2009, Sebring, FL.

Hoctor, T.S., and J. Oetting. 2008. Existing and future identification of ecosystems services in the Critical Lands and Waters Identification Project. Florida's Cooperative Conservation Blueprint Workshop at the ACES Conference on Ecosystem Services: 2008: Using Science for Decision Making in Dynamic Systems, December 2008, Naples, FL.

Hoctor, T.S., and J. Oetting. 2008. Development and Future of the Florida Critical Lands and Waters Identification Project. Public Land Acquisition & Management Conference, December 2008, Jacksonville, FL.

Hoctor, T.S. 2008. Green infrastructure planning in Florida. 2008. Maryland State Development Plan Workshop, October 2008, Annapolis, MD.

Noss, R., T. Hoctor, M. Volk, S. Beyeler, J. Oetting, J. Weiss, and J. Overpeck. 2008. Characteristics of terrestrial climate sensitive species and necessity of adaptive land corridors. Florida's Wildlife: On the Frontline of Climate Change Summit, October 2008, Orlando, FL.

Noss, R., T. Hoctor, M. Volk, S. Beyeler, J. Oetting, J. Weiss, and J. Overpeck. 2008. Between the devil and the deep blue sea: determining priorities in highly dynamic land-sea interfaces. Society for Conservation Biology 2008 Annual Meeting, July 2008, Chattanooga, TN.

Hoctor, T. S. 2008. Protecting Florida and northeast Florida green infrastructure. Northeast Florida Connectivity Summit, April 2008, Jacksonville, FL.

Hoctor, T. S. 2008. Critical Lands and Waters Identification Project. Presentation to the Century Commission for a Sustainable Florida, April 2008, Tallahassee, FL.

Hoctor, T. S. 2007. Florida conservation planning in a transportation and land use planning context. 1000 Friends of Florida Transportation and Land Use Symposium, December 2007, Sarasota, FL.

Hoctor, T. S. 2007. Protecting Florida's green infrastructure. Mark Benedict Memorial Symposium, December 2007, Naples, FL.

Hoctor, T. S. 2007. Critical Lands and Waters Identification Project. Presentation to the Century Commission for a Sustainable Florida, December 2007, Orlando, FL.

Hoctor, T. S. 2007. Identification of conservation priorities for the Florida black bear through habitat and connectivity modeling. Presentation to the Florida Fish and Wildlife Conservation Commission Florida Black Bear Management Plan Working Group, October 2007, Gainesville, FL.

Hoctor, T. S. 2007. Connectivity and green infrastructure planning in Florida. Florida Fish and Wildlife Conservation Commission Stakeholders' Fish and Wildlife Forum, June 2007, Orlando, FL.

Hoctor, T. S. 2007. Florida and Southeastern U.S. Conservation Planning. Presentation to the Wildlands Project executive staff, May 2007, Orlando, FL.

Hoctor, T. S. 2007. Regional landscape for conserving Babcock Ranch in Southwest Florida. Presentation to the Babcock Ranch Steering Committee, April 2007, Punta Gorda, FL.

Hoctor, T. S. 2007. Connectivity for wildlife in Florida. Florida Native Plant Society 27th Annual Conference, April 2007, Gainesville, FL.

Hoctor, T. S. 2007. Connectivity analysis methods in regional conservation assessments. Invited symposium speaker for symposium at the 22nd Annual Symposium of the U.S. Association of the International Association for Landscape Ecology, April 2007, Tucson, AZ.

Hoctor, T.S. 2006. The Florida Ecological Greenways Network and protecting a statewide Florida black bear metapopulation. Defenders of Wildlife Carnivore Conference, November 2006, St. Petersburg, FL.

Hoctor, T.S. 2006. The Florida Ecological Greenways Network: protecting biodiversity, and ecosystem services. Florida Native Plant Society seminar, November 2006, Gainesville, FL.

Hoctor, T.S. 2006. The Florida Ecological Greenways Network: protecting bears, biodiversity, and ecosystem services. Natural Areas Association Conference, September 2006, Flagstaff, AZ.

Hoctor, T. S. 2006. Connectivity considerations. 1000 Friends of Florida Designing for Wildlife Workshop, September 2006, Gainesville, FL.

Hoctor, T. S. 2006. The Florida Ecological Greenways Network: prioritization, implementation, and policy developments. River Fest, February 2006, Palatka, FL.

Hoctor, T. S. 2005. Protecting connectivity for the Florida black bear. Florida Black Bear Festival, October 2005, Umatilla, FL.

Hoctor, T. S. 2005. What are we trying to protect and how in Florida? Sierra Club workshop, May 2005 Olustee, FL.

Hoctor, T. S. 2004. The Southeastern Ecological Framework and protecting critical ecosystems in EPA Regions. U.S. EPA Office of Environmental Information Conference, December 2004, Miami, FL.

Hoctor, T.S. 2004. Identifying and protecting ecological networks and critical ecosystems. Invited symposium speaker, Natural Areas Association Conference, October 2004, Chicago, IL.

Hoctor, T. S. 2004. Regional conservation planning applications for identifying and protecting ecological networks. 1000 Friends of Florida planning workshop, July 2004, Panama City, FL.

Hoctor, T. S., M. Carr, and P. Zwick. 2004. Delineation, prioritization, and protection of the Florida Ecological Greenways Network. The 19th Annual Symposium of the U.S. Association of the International Association for Landscape Ecology. March 2004, Las Vegas, NV.

Hoctor, T.S. 2004. Planning information for protecting Florida's biodiversity. Defenders of Wildlife transportation planning workshop, March 2004, Orlando, FL.

Hoctor, T. S., M. Carr, P. Zwick, C. Goodison, K. Whitney, C. Berish, J. Richardson, R. Durbrow, and D. Maehr. 2003. Delineation of an ecological network to facilitate conservation planning in the southeastern U.S.A. 6th International Association for Landscape Ecology World Congress, Darwin, Australia, July 2003.

Hoctor, T. S. 2003. Defining and protecting Florida's green infrastructure. Ninth Annual Public Interest Environmental Conference, Gainesville, FL, February 2003.

Hoctor, T. S., Margaret H. Carr, Paul D. Zwick, Crystal Goodison, and Dave S. Maehr. 2002. The relevance of ecological networks to the conservation and restoration of wide-ranging species and biodiversity as a whole in Florida and the Southeastern United States. The Wildlife Society Conference, Bismarck, ND, September 2002.

Hoctor, T. S., C. Goodison, M. Carr, P. Zwick, J. Green, L. McCain, P. Hernandez, R. Durbrow, J. Richardson, C. Berish, K. Whitney, and W. Robinson Rieth. 2002. Application of a GIS model to identify an ecological network for conservation planning in the southeastern United States. Society for Conservation GIS Conference, Borrego Springs, CA, July 2002.

Hoctor, T. S. 2002. The case for connecting critical ecosystems. EPA Region/ORD Critical Ecosystems Workshop, Keystone, CO, June 2002.

Hoctor, T S., and C. Goodison. 2002. Targeting priorities through characterization of the Southeastern Ecological Framework. EPA Region/ORD Critical Ecosystems Workshop, Keystone, CO, June 2002.

Hoctor, T. S. 2002. The ecological character and conservation priorities of north-central Florida. Eighth Annual Public Interest Environmental Conference, Gainesville, FL, March 2002.

Hoctor, T. S. 2001. Identification of areas of regional ecological significance in the Southeastern Ecological Framework. Sustainable Forestry and Sustainable Communities Workshop, Consultative Group on Biological Diversity and the Turner Foundation, Charlotte, NC, December 2001.

Hoctor, T.S. 2001. Using GIS in regional conservation planning in Florida and St. Johns County Florida. Presentation to the St. Johns County Sierra Club, November 2001.

Hoctor, T. S., C. Goodison, M. Carr, P. Zwick, K. Whitney, and W. Robinson Rieth. 2001. Application of a GIS model to identify an ecological network for conservation planning in the southeastern United States. Natural Areas Association Conference, Cocoa Beach, FL, September 2001.

Hoctor, T.S. 2001. Using GIS in regional conservation planning in Florida. Presentation to the Duval County Sierra Club, June, 2001.

Hoctor, T.S. 2001. Using GIS in regional conservation planning in Florida. Presentation to the Alachua County Planning Work Group, February 2001.

Hoctor, T. S. 2001. Florida's Ecological Network Project. Environmental Law Institute's National Biodiversity Symposium, Status of the States: Innovative State Strategies for Biodiversity Conservation, Washington, D.C.

Meegan, R. P., D. S. Maehr, and T. S. Hoctor. 2000. Corridors, Landscape Linkages, and Conservation Planning for the Florida Panther (*Puma concolor coryi*). Greater Everglades Ecosystem Restoration Science Conference, Naples, FL.

Hoctor, T., M. Carr, and P. Zwick. 2000. Identifying an ecological reserve network in the southeastern United States. The Third Conference of the Society of Conservation GIS, Borrego Springs, CA.

Hoctor, T., M. Carr, and P. Zwick. 2000. Identifying ecological reserve networks in Florida and the Southeastern United States. Society for Conservation Biology Annual Meeting, Missoula, MT.

Hoctor, T., M. Carr, and P. Zwick. 2000. Ecological reserve networks in Florida and the Southeastern United States: road issues and opportunities. The 15th Annual Symposium of the U.S. Association of the International Association for Landscape Ecology. Ft. Lauderdale, FL. Invited special session speaker.

Hoctor, T. 2000. Designing reserve networks and principles for prioritizing land protection efforts. Presentation to the St. Johns County Land Acquisition and Management Board. St. Augustine, FL, February 23, 2000.

Hoctor, T. 2000. Identifying and designing ecological reserve networks. The Nature Conservancy International Science and Stewardship Conference. Beyond Our Borders: Conservation at Multiple Scales. Orlando, Florida. Invited speaker.

Hoctor, T. 2000. Designing reserve networks and principles for prioritizing land protection efforts. Presentation to the Alachua County Sierra Club. Gainesville, FL, February 6, 1999.

Hoctor, T. 1999. Designing reserve networks and principles for prioritizing land protection efforts. Presentation to the Alachua County Land Conservation Advisory Committee. Gainesville, FL, December 6, 1999.

Hoctor, T. 1999. Establishing effective biodiversity conservation: ecological networks and strategic land management. Public Land Acquisition and Management Annual Partnership Conference. Panama City, FL. Invited speaker.

Hoctor, T. 1999. Protecting Florida's natural heritage with regional landscape planning and integrated community design. University of Florida Department of Landscape Architecture 2nd Biennial Landscape Architecture Symposium. Designing Livable Communities: Techniques for Florida's Future. Invited speaker.

Hoctor, T., M. Carr, and P. Zwick. 1999. Identification of ecological networks in Florida and the southeast United States using regional conservation planning and Geographic Information Systems. 26th Annual Natural Areas Conference. Conservation Planning: From Sites to Systems. Tucson, AZ.

Hoctor, T., M. Carr, and P. Zwick. 1999. Identifying and designing a Florida ecological network. The 2nd Symposium for the Conservation of Florida's Turtles and Tortoises. St. Petersburg, FL. Invited speaker.

Hoctor, T., M. Carr, and P. Zwick. 1999. Identification and realization of a Florida ecological network: the Florida Greenways Project and GIS decision support modeling within a political context. International Association of Landscape Ecology 5th World Congress, Snowmass, Colorado. Invited special symposium speaker.

Hoctor, T., M. Carr, P. Zwick, J. Green, K. Whitney, and P. Hernandez. 1999. Application of a GIS model to identify areas of ecological significance and an ecological network in the southeastern United States. The Second Conference of the Society of Conservation GIS, Idyllwild, CA.

Hoctor, Thomas S., Margaret H. Carr, and Paul D. Zwick. 1999. A GIS-based landscape approach for the identification of a statewide integrated conservation system in Florida. The Florida Chapter of the Wildlife Society Conference, Orlando, FL.

Hoctor, Thomas S. 1998. A GIS-based approach for the identification of a statewide ecological conservation system in Florida. Department of Forestry Seminar, University of Kentucky, Lexington, KY.

Deuver, L., and Thomas S. Hoctor. 1998. Using mapping charettes to identify ecological reserve networks. The First Conference of the Wildlands Project, Estes Park, CO.

Hoctor, Thomas S., Margaret H. Carr, Mark A. Benedict, and Paul D. Zwick. 1998. A GIS-based landscape approach for the identification of a statewide integrated conservation system in Florida. The First Conference of the Society of Conservation GIS, Idyllwild, CA.

Hoctor, Thomas S., Margaret H. Carr, Mark A. Benedict, and Paul D. Zwick. 1998. A GIS-based landscape approach for the identification of a statewide integrated conservation system in Florida. Linkages in Ecosystem Science, Management, and Restoration, Natural Resources Forum '98, University of Florida, Gainesville, FL.

Hoctor, Thomas S., Margaret H. Carr, Mark A. Benedict, and Paul D. Zwick. 1998. A GIS-based landscape approach for the identification of a statewide integrated conservation system in Florida. United States Regional Association of the International Association for Landscape Ecology, 13th Symposium, Lansing, Michigan.

Carr, Margaret. H., Thomas S. Hoctor, and Paul D. Zwick. 1998. Connections at the Crossroads: The Florida Greenways Experiment. Connections: The 4th Annual Public Interest Environmental Conference, Gainesville, FL.

Carr, Margaret H., Paul D. Zwick, and Thomas S. Hoctor. 1998. Using GIS for identifying greenways and interfaces with transportation systems. International Conference on Wildlife Ecology and Transportation. Ft. Myers, FL.

Hoctor, Thomas S. 1997. Application of reserve design principles for balancing agricultural and ecological management on public lands and in regional conservation systems. Florida Land Acquisition and Management Conference: Promoting Partnerships in Preservation and Conservation, Sarasota, FL.

Hoctor, Thomas S., Margaret H. Carr, Mark A. Benedict, and Paul D. Zwick. 1997. A GIS-based landscape approach for the identification of a statewide integrated conservation system in Florida. Third International Conference on the Science and Management of Protected Areas, Calgary, Alberta, Canada.

Benedict, Mark, A., Thomas S. Hoctor, Margaret H. Carr, and Paul D. Zwick. 1997. A GIS-based landscape approach to the conservation of Florida's native ecosystems. United States Regional Association of the International Association for Landscape Ecology, 12th Symposium, Durham, North Carolina.

Hoctor, Thomas S. 1996. The ecological effects of roads. Road Activist's Workshop, Ocala National Forest, March, 1996.

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3460

Name of Advisory Board/Committee:
Land Conservation Board

Applying For:
Natural Resources Professional

First Name:
Robert

Middle Initial:
W

Last Name:
Simons

Suffix:
Mr

Address:
1122 SW 11th Avenue

City:
Gainesville

Zip Code:
32601-7816

E-Mail Address:
rsimons@cox.net

Home Phone:
352-372-7646

Work Phone:

Ext:

Occupation:
Forester (retired)

Place of Employment

Education:

BS in Forestry from U. of Florida

Professional Organizations:

none

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?

61 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):

Land Conservation Board

Civic and Professional Accomplishments/Honors:

Alachua Audubon Society Exemplary Service Award 1981
Florida Audubon Conservationist of the Year 1986
Alachua Conservation Trust Steward 2003

Training or Experience Related to the Appointment:

Have done consulting work in forestry and ecology for 40 years in North Florida Did most of the field work and wrote most of the reports for both of the KBN studies of Alachua County

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

Provide a knowledge base for decisions, both in terms of ecology and in terms of the history of the effort to conserve ecologically important lands in Alachua County.

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

Yes

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

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

Yes

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

Checked

June 28, 2011 Regular BoCC Meeting
Agenda Item #8

Title
Recreation and Open Space Advisory Committee Appointments. (Amended)

Amount
N/A

Description
Consider the appointment of five citizens to citizen-at-large positions on the Recreation and Open Space Advisory Committee.

Recommendation
Appoint five citizens to citizen-at-large positions on the Recreation and Open Space Advisory Committee.

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 Recreation and Open Space Advisory Committee, created by Resolution in 1983, is comprised of nine members serving two-year terms. This advisory board engages in an annual review of the Capital Improvement Project list pertaining to recreation projects and assists and advises the Board of County Commission on future policies and directions.

Background
Currently there are five vacancies on the Recreation and Open Space Advisory Committee and four eligible citizens have applied. In addition, the current Alternate would like to be considered for a citizen-at-large position. Citizen-at-large – appoint FIVE to terms ending February 2013: 1) James Curington 2) Kendall Hale 3) Hal Rhinesmith (currently serves as Alternate, attendance satisfactory) 4) Erroll Richardson, 5) Wilford Thomas (served on this board in the late 1990's);

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)

N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: RhinesmithH ROSCO.pdf
Attachment: ThomasW.pdf
Attachment: ROSCO Attendance.pdf
Attachment: CuringtonJ.pdf
Attachment: HaleK.pdf
Attachment: ROSCO Tally Sheet.pdf
Attachment: RichardsonE.pdf
Attachment: ROSCO 06 08 11.pdf

COMMITTEE: Recreation and Open Space Advisory Committee 06/28/11

APPLICANTS	BAIRD	BYERLY	LONG	DeLANEY	PINKOSON
Citizen-at-large – appoint FIVE to terms ending February 2013:					
James Curington (served 1 term on this board, attendance satisfactory)					
Kendall Hale					
Hal Rhinesmith (has served 1 year as Alternate, attendance satisfactory)					
Erroll Richardson					
Wilford Thomas (served on this board in the late 1990's)					

Recreation and Open Space Advisory Committee

STAFF: Kim Carter - (352) 374-5245
STAFF: Robert Avery - (352) 374-5245

2 year terms
Sunset date: 2/28/2018

NAME/MEMBERSHIP CATEGORY	ADDRESS/PHONE NUMBER	DATE TERM EXPIRES	TERM CURRENTLY SERVING	APPOINTED BY
VACANT Appt Date: 7/14/2009 Previous member: Voelker , Mr. William C - Removal for Attendance 11/22/2010 Category: Citizen-at-Large		2/28/2013		County
VACANT Appt Date: 3/1/2009 Previous member: Blumenthal , Holly - Resignation 1/5/2011 Category: Citizen-at-Large		2/28/2013		County
VACANT Appt Date: 7/14/2009 Previous member: Shaw , Ms. Diane 2/28/2011 Category: Citizen-at-Large		2/28/2013		County
VACANT Appt Date: 7/14/2009 Previous member: Koterba , Ms. Anne 2/28/2011 Category: Citizen-at-Large		2/28/2013		County
Gina van Blokland Appt Date: 2/10/2009 Previous member: Wellner, Mark - Resignation Category: (City of Gainesville Representative)	625 SE 119th Ave Micanopy, FL 32667 (h)(352) 466-4279 blokland@ufl.edu	5/31/2024	1	County
Terry Tougaw Appt Date: 2/1/2007 Previous member: Category: (School Board Representative)	620 East University Avenue Gainesville, FL 32601 (w)(352) 955-7367 terry.tougaw@gm.sbac.edu	1/31/2024	2	County
Jay Nordqvist Appt Date: 3/1/2011 Previous member: Bell , Johanne M - Removal for Attendance Category: Citizen-at-Large	14313 SW 70th Street Archer, FL 32618 (h)(352) 495-6300 (w)(352) 331-6771 joakimbnordqvist@hotmail.com	2/28/2013	1	County
Namananda Henderson Appt Date: 5/11/2010 Previous member: Atchison , Patti - Resignation Category: Citizen-at-Large	541 Nw 3rd St Gainesville, 32601 (h)(352) 336-4746 (w)(352) 265-0111 ext: 85119 namhenderson@hotmail.com	9/30/2011	1	County
VACANT Appt Date: 3/1/2011 Previous member: James Curington - Continues to serve Category: Citizen-at-Large	10015 NW 52 Terrace Gainesville, FL 32653 (h)(386) 452-3420 (w)(352) 538-2636 jecjrboy@aol.com	2/28/2013	1	County
Hal Rhinesmith Appt Date: 5/11/2010 Previous member: Hughes , Mr. Jack - Resignation Category: Citizen-at-Large (Alternate)	2389 NW 147th Street Newberry, 32669 (h)(352) 331-7120 (w)(772) 332-0087 hal_rhinesmith@bellsouth.net	4/30/2012	1	County

Report Date: 6/8/2011 @ 9:02 AM

Recreation and Open Space Advisory Committee
Staff Liaison: Kim Carter, Robert Avery

Member	Position	Mbr Start	Mbr End	11/2/2010 1:00 PM	12/7/2010 1:00 PM	1/4/2011 1:00 PM	2/1/2011 1:00 PM	3/1/2011 1:00 PM	4/5/2011 1:00 PM	5/3/2011 1:00 PM	Meetings Attended
Curington , James	Citizen-at-Large	3/1/2009	2/28/2011	P	P	P	A	P	A	C	4 of 6
Henderson , Namananda	Citizen-at-Large	5/11/2010	9/30/2011	A	P	P	P	P	P	C	5 of 6
Koterba , Ms. Anne	Citizen-at-Large	7/14/2009	2/28/2011	P	A	P	P	--	--	--	3 of 4
Nordqvist, Mr. Jay	Citizen-at-Large	5/11/2010	2/28/2013	P	P	P	A	P	P	C	5 of 6
Rhinesmith , Hal	Citizen-at-Large (Alternate)	5/11/2010	4/30/2012	P	P	P	A	P	P	C	5 of 6
Shaw , Ms. Diane	Citizen-at-Large	7/14/2009	2/28/2011	P	A	A	A	--	--	--	1 of 4
Tougaw , Terry	(School Board Representative)	2/1/2007		P	P	P	P	P	P	C	6 of 6
van Blokland , Gina	(City of Gainesville Representative)	2/10/2009		P	P	P	P	P	A	C	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]

received 3-2-11

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE Recreational and Open Space Advisory Committee

MAR 02 2011
COUNTY MANAGER

Board Position (type of position/category): Advisory Board 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: James Curington (Jim)

ADDRESS: 10015 N.W. 52nd Terrace CITY: Gainesville ZIP CODE: 32653

E-MAIL ADDRESS: JECJRBOY@AOL.COM TELEPHONE: HOME: 386.462.3420 OFFICE: 352-538-2636

OCCUPATION: Retired FL. Dept of Corrections PLACE OF EMPLOYMENT: NOW - Correctional Consultant

EDUCATION: AA Santa Fe BA UNF. West Fl. PROFESSIONAL ORGANIZATIONS: Executive Director FL Council on Crime & Delinquency

One year Graduate School U of F. // Football Basketball, Volly Ball Referee

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

Have served on the Rosco Committee for one Appointment
Notable Correctional Awards / Member of Am. Correction Association / North American Wardens + Superint. Association
Officiated D.N.I B-Ball // Eagle Scout BSA //

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

Have served on this Board for two years, and am Reapplying.
Have worked in government/public service for over 35 years.

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

I love Alachua County - love living here and feel I can bring passion, enthusiasm, and some talent to this Advisory Board

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 ☐ 3/1/2011 DATE _____ SIGNATURE J E Curington

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 ☐ 3/1/2011 DATE _____ SIGNATURE J E Curington

Rev. 06/2009

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3340

Name of Advisory Board/Committee:
Recreation and Open Space Advisory Committee

Applying For:
Citizen-at-Large

First Name:
Kendall

Middle Initial:
N

Last Name:
Hale

Suffix:
Mr

Address:
12006 nw 1st ln

City:
gainesville

Zip Code:
32607

E-Mail Address:
kendallhale@yahoo.com

Home Phone:

Work Phone:
(352) 281-1853

Ext:

Occupation:
Head varsity coach

Place of Employment
SBAC, Eastside H.S.

Education:

B.S. agribusiness

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?

20 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 spent my entire childhood around west-side park. I am an avid hiker and am well acquainted with all city parks. My team practices at parks all over gainesville, I have rented fields for games and organized full day tournaments. My education in Agribusiness can be applied to the development of the parks administrative, financial, and marketing aspects.

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

I will bring the perspective of a young professional resident, UF student, H.S. athletic coach, and nature enthusiast. Growing up around Gainesville's parks developed my great appreciation for nature, which is a trademark characteristic of Gainesville. I wish to build up Gainesville's parks into sustainable family oriented environments that further promote gainesville endless green space image.

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 #:2875

Name of Advisory Board/Committee:
Recreation and Open Space Advisory Committee

Applying For:
Citizen-at-Large

First Name:
Hal

Middle Initial:

Last Name:
Rhinesmith

Suffix:

Address:
2389 NW 147th Street

City:
Newberry

Zip Code:
32669

E-Mail Address:
hal_rhinesmith@bellsouth.net

Home Phone:
(352) 331-7120

Work Phone:
(772) 332-0087

Ext:

Occupation:
Network Manager

Place of Employment
at&t

Education:

BS-Professional Management
MS-in progress-Counseling Psychology

Professional Organizations:

Telephone Pioneers

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?

4 months

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 was budget chairman for a local church in Fort Pierce. I have experience as a volunteer Youth director in Fort Pierce. At this church I have experience planning, budgeting, and implementing youth and recreational functions. I served as a board member for the St Lucie County Habitat for Humanity (~1993).
Work experience:
1979-present Southern Bell/BellSouth/AT&T
various sales and technical positions. I am currently a Manager.
1976-1979 Ballroom/Dance Instructor
1973-1978 Worked with St Lucie County Recreation Department- summer swimming instructor and lifeguard.

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

My wife and I moved to Alachua County after living in St Lucie County for all our lives.With my experience as a manager with at&t and volunteer experiences I know I can make an impact on our recreational needs here in our new home in Alachua County.

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

Yes

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3406

Name of Advisory Board/Committee:

Recreation and Open Space Advisory Committee

Applying For: Citizen-at-large

First Name:
Erroll

Middle Initial:
S

Last Name:
Richardson

Suffix:

Address:
P.O. Box 596

City:
Alachua

Zip Code:
32616

E-Mail Address:
JacksonCarolm@yahoo.com

Home Phone:
352-792-2846

Work Phone:
352-792-2846

Ext:

Occupation:
Asst. Director ACT, Inc.

Place of Employment
Retired businessperson

Education:

Attended the University of Florida in early 80s, studied Political Science and Business.

Professional Organizations:

Vice-Chair, City of Alachua Planning and Zoning. Currently enrolled in the Alachua County ACCESS Program. Owned severed small businesses.

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?

49 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:

Community volunteer in the arts and culture.

Training or Experience Related to the Appointment:

Business Owner
Vice-Chair of City of Alachua Planning and Zoning Board

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

I am truly concerned about the welfare of all city of Alachua and the City of Alachua. I have a commitment to improving neighborhoods and quality 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 #:3331

Name of Advisory Board/Committee:
Recreation and Open Space Advisory Committee

Applying For:
Citizen-at-Large

First Name:
Wilford

Middle Initial:
W

Last Name:
Thomas

Suffix:

Address:
129 Little Orange Lake Drive

City:
Hawthorne

Zip Code:
32640

E-Mail Address:
wthomas@alachuacounty.us

Home Phone:
352-450-3925

Work Phone:
352-374-5224

Ext:

Occupation:
Court Officer

Place of Employment
Alachua County Court Services

Education:

BS in Criminal Justice from Bethune-Cookman University

Professional Organizations:

Alpha Phi Alpha Fraternity Inc. Member of the Recreation and Open Space Advisory Board of the City of Hawthorne, Florida.

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?

21 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):

I have previously served on the Alachua County Recreation and Open Space Advisory Committee years ago.

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 feel I would be able to help the board look at the recreation needs for rural communities such as Hawthorne since I have been actively involved in planning and coordinating recreation functions not only for the City of Hawthorne but other smaller municipalities as well. If selected to serve, I will not take my appointment lightly and do what I can to assist the county in providing and maintaining quality recreation services for all who utilize them.

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 28, 2011 Regular BoCC Meeting
Agenda Item #9

Title
Boos Development Group, Inc. in connection with a new CVS Pharmacy at NW 23rd Avenue and NW 43rd Street. (Amended)

Amount
N/A

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

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

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

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

Originating Department
Public Works

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

Documents Requiring Action
N/A

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

Background

Because of the timing of the proposed NW 16th Avenue/16th Boulevard/NW 23rd Avenue project, the developers of the proposed CVS Pharmacy at the northwest corner of the intersection of NW 23rd Avenue and NW 43rd Street is seeking relief in terms of the construction of a median divider along their NW 23rd Avenue frontage. The County had proposed the installation of the median divider as a part of the Safety and Operational Analysis Report associated with the NW 23rd Avenue project. During the development of the NW 23rd Avenue plans, staff had proposed the installation of a median divider along the entire frontage of the strip mall located on this corner as a part of the Safety and Operational Analysis Report associated with the NW 23rd Avenue project. The County would have borne the cost of the installation of the divider as a part of the NW 23rd Avenue project. Boos Development Group has an option to purchase the strip mall and the adjacent seafood restaurant with the intent of redeveloping the site for a CVS Pharmacy. Boos Development Group, representing CVS Pharmacy agrees to restrict their connection to NW 23rd Avenue to a right-in/right-out condition. In addition to a splitter island at the proposed driveway, a median divider is needed to restrict illegal movements in and out of the driveway. Since the County would have borne the costs of the median divider, the developer is asking for reimbursement for the cost of installation of the median divider. Public Works staff agrees that reimbursement is appropriate because this work was already budgeted and this action will allow the work proceed earlier, improve existing safety conditions and minimize disruption to the public. Boos Development Group would bear all other costs, including signage and temporary restriping and the maintenance of traffic that would not have been a part of the County's project. This is being presented to the Board in advance of the full presentation of the NW 16th Avenue/NW 16th Blvd/NW 23rd Avenue because the final development plan approval for the CVS Pharmacy is tentatively scheduled to appear before the Development Review Committee on July 14th. The anticipated cost of the reimbursement is estimated to be $10,150. Boos Development will bear the restriping costs estimated to be $14,250. Actual amount of the reimbursement will be based on the actual contract amount that we will require Boos Development to provide for preparation of a developer's agreement

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

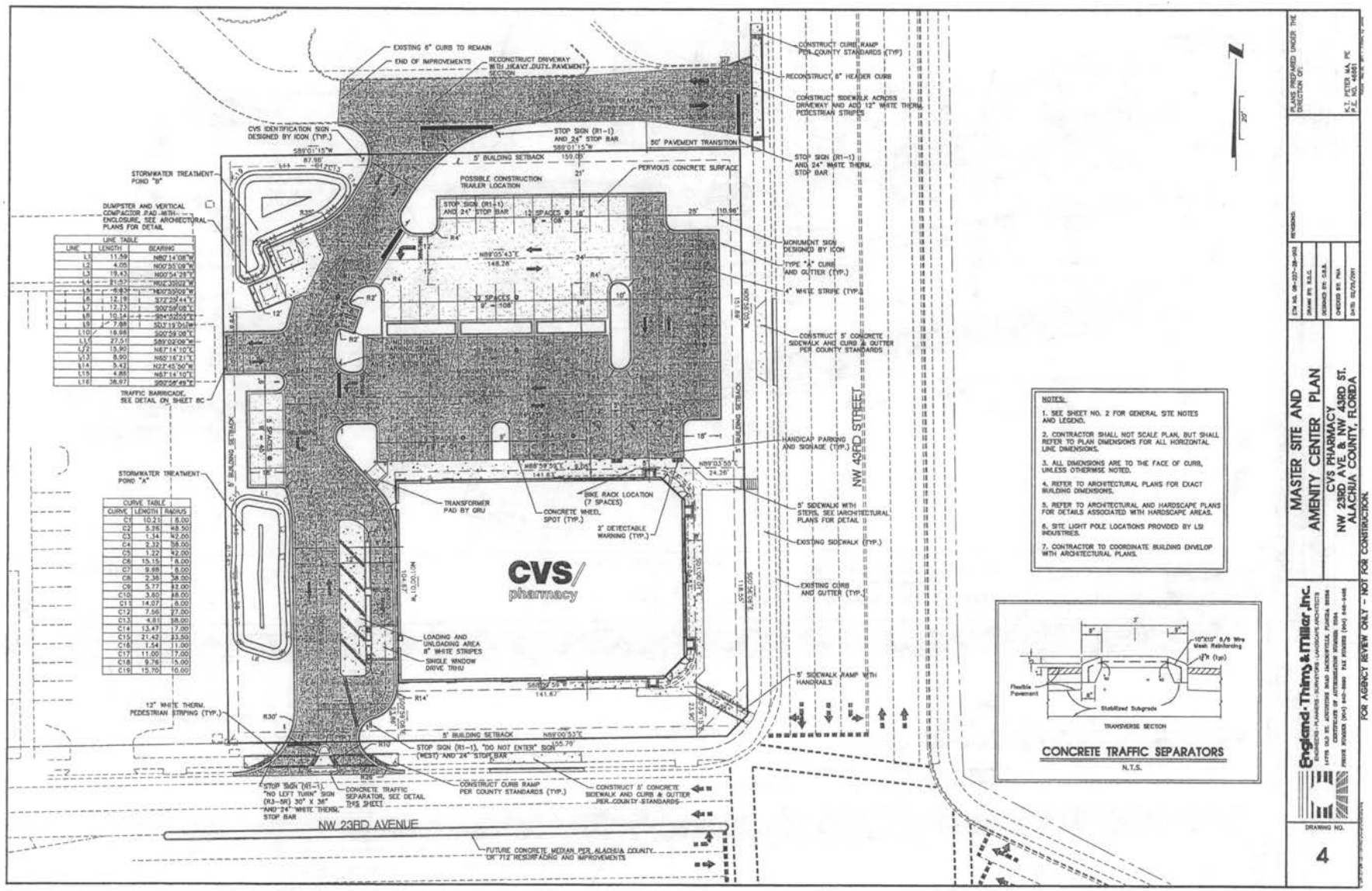
Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

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



PLANS PREPARED UNDER THE DIRECTION OF:
K.T. PETER MA, PE
P.E. NO. 46881

CPA NO. 09-220-08-SP	REVISIONS
DRAWN BY: K.S.C.	
DESIGNED BY: C.S.A.	
CHECKED BY: PM	
DATE: 01/29/2009	

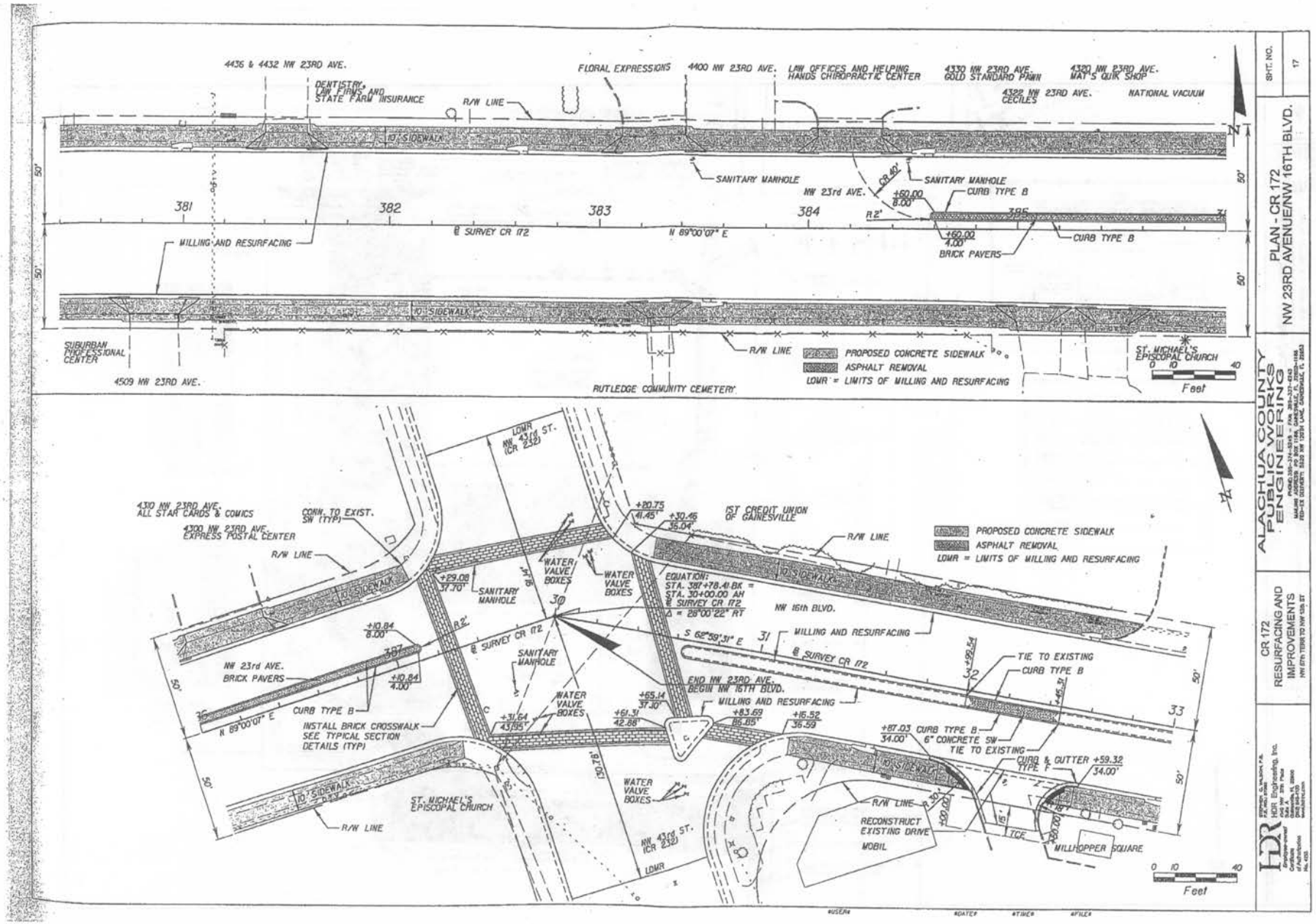
MASTER SITE AND AMENITY CENTER PLAN

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

FOR AGENCY REVIEW ONLY - NOT FOR CONSTRUCTION

England-Thims & Miller, Inc.
14775 OLD ST. AUGUSTINE ROAD, JACKSONVILLE, FLORIDA 32258
LICENSED BUSINESS NO. 00000307
CERTIFICATE OF AUTHORIZATION NUMBER 5096
PHONE (904) 642-8990 FAX (904) 646-9485

DRAWING NO.
4



ALACHUA COUNTY PUBLIC WORKS ENGINEERING

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

CR 172
RESURFACING AND IMPROVEMENTS
NW 6TH TERR TO NW 13TH ST

SHT. NO. 17

HDR Engineering, Inc.
Suite A
(352) 333-1110

#USER# #DATE# #TIME# #FILE#

June 28, 2011 Regular BoCC Meeting
Agenda Item #10

Title
Timber Harvesting Business Plan for Alachua County Forever Preserves. (Amended)

Amount
N/A

Description
Requests approval of the Alachua County Forever Timber Harvesting Business Plan.

Recommendation
Approve the Alachua County Forever Timber Harvesting Business Plan and the associated principles, policies and directives.

Alternative(s)
BoCC should not approve the Plan.

Requested By
Ramesh P. Buch 264-6804

Originating Department
Environmental Protection

Attachment(s) Description
Exhibit 1: Alachua County Forever Timber Harvesting Business Plan. Exhibit 2: Stewardship Strategy Memo to the BoCC 050928. Exhibit 3: Stewardship Strategy Memo to the BoCC 060217. Exhibit 4: Stewardship Strategy Memo to the BoCC 060717. Exhibit 5: Stewardship Strategy Memo to the BoCC 070907. Exhibit 6: Stewardship Leveraging 2010.

Documents Requiring Action
Exhibit 1: Alachua County Forever Timber Harvesting Business Plan

Executive Summary
Staff requests the Alachua County Board of County Commissioners (BoCC) adopt the attached Business Plan (Exhibit 1). This version has been revised per the direction received from the BoCC on April 12, 2011 to remove references to the certain stewardship goals of the Preserves. The site-specific goals are contained in that site's BoCC-approved Management Plan. If any Management Plan calls for timber harvests, then this Business Plan lays out the principles and strategies, and the use of the resulting proceeds from that operation. For sound ecological and economic reasons, staff left in a section on the limited use of salvage cuts.

Background
Alachua County has acquired environmentally significant properties over the last decade to protect, improve and manage water resources, wildlife habitats, and to provide natural areas for resource-based recreation. Acquisitions were financed through two voter-approved initiatives: Alachua County Forever (ACF) in 2000 and Wild Spaces & Public Places in 2008. These preserves provide County residents with the satisfaction of knowing they have protected lands that they know improve their quality of life and the quality of life for future generations. The same reasons that led to the conservation of these lands become more important over time as population increases and fragmentation of the landscape accelerates. Conscientious stewardship of these lands protects this public investment and further enhances its value over time. To guide stewardship of these preserves, the Board of

County Commissioners (BoCC) adopts a Management Plan for each Preserve. In that Plan, the overall vision for the site is articulated. Each Plan furthers the Guiding Principles adopted by the BoCC at their February 26th, 2002 regular commission meeting. Among these were a "no loss of conservation values" stewardship philosophy and a directive that any stewardship be consistent with Alachua County Forever's primary goal of preserving, restoring and enhancing environmental values. Several preserves acquired by the County contain planted pines. Prior landowners used intensive treatments to reduce competition and maximize growth to produce densely-stocked even-aged stands of timber. Preserve stewardship may include strategies such as timber harvests (i.e. thinnings, selective harvest, and clear-cut depending on the ecological goals for the preserve), prescribed fire, and plantings. The harvested timber is a commodity with economic value subject to unique market forces. It is appropriate to take advantage of this opportunity and derive income from the harvested trees. This Plan focuses on the process of timber harvesting and the use of the proceeds. It is not intended to be a comprehensive treatment of preserve silviculture, restoration nor resource management. This Business Plan does not supplant or replace any of the objectives of the individual preserve management plans as approved by the BoCC. This document is intended to elaborate on the process of harvesting and establish certain principles once a decision to harvest timber has been made. This Business Plan has been reviewed by the Community Planning Group (12/16/2008, 12/7/2010, 6/2/2011), the Financial Planning Group (3/10/2010, 3/2/2011), the County Attorney (3/8/2011) and the BoCC (4/12/2011).

Issues

Taking advantage of the revenues from harvesting timber is one of many mechanisms that ACF staff employs to fund and implement site stewardship. Each of these tools is part of a larger strategy to minimize the Program's dependence on the General Fund. Details of this strategy and its effectiveness have been communicated to the BoCC over the years (Exhibits 2, 3, 4, 5). An update is provided here also (Exhibit 6) on the effectiveness of the stewardship leveraging which was recognized this year at the Annual Transforming Government/Florida City and County Managers Association Conference. The Program has been so successful that per acre funding has remained relatively constant since 2006 at about $6.15 per acre despite doubling the portfolio and opening three sites. Through this strategy, the Program has offset nearly $1 million in stewardship costs; equivalent to $5.35 of offset for every $1 of County expense, since FY2008. We expect that ratio to increase as the timber harvests get underway over the next few years. It is important to consider the general fund portion of the funding as the "seed money" without which, none of the offsets could be realized and none of the stewardship implemented. The County may be harvesting timber on conservation lands to further certain goals in the BoCC-adopted Management Plan. Logging can result in impacts to the properties that are unsightly, ecologically damaging and necessitate closures of portions of the property during harvesting. However, with proper planning, oversight and execution, staff is confident that these activities ultimately lead to better ecological function and additional revenue to further the County's preserve stewardship goals. County staff recommends the BoCC adopt the six policy directives (page 5 of the Plan, Exhibit 1) to staff to further the BoCC's adopted Principles for stewardship of ACF preserves and to enhance the County's ability to efficiently manage the timber harvesting and the revenues generated by these operations. These are: 1. The Board of County Commissioners recognizes that a well-managed forest contributes to the community's quality of life by protecting and enhancing wildlife habitats, protecting water resources and providing natural areas suitable for resource-based recreation.2. The Board of County Commissioners recognizes that harvesting certain stands of timber can be one of the tools to manage a forest.3. The Board of County Commissioners recognizes that timber harvested is a commodity, has economic value subject to market forces, and directs that it should be sold at market value.4. The Board of County Commissioners recognizes it is beneficial for the County to re-invest the harvest revenue to manage the Alachua County Forever portfolio of preserves and directs that these timber funds supplement existing core funding to plan for, provide and enhance the sites' capital improvements.5. The Board of County Commissioners recognizes that this initial Business Plan will be amended to address available economic opportunities, changes in market dynamics or timber stand age, or to adapt to operations that alter stand composition, Acts of God including beetle outbreaks, windstorm and wildfire. The Board therefore directs staff to revise this Plan as necessary to reflect these changes. Those revisions will be described in the annual workplans for the portfolio and incorporated in the revision to this Plan. Normal market variations affecting stand choice and revenue receipts do not merit revisions to this Plan. Staff recommends salvage cuts remain a part of this business plan. Depending on the management objectives for the stand, salvage cutting may be recommended in some instances following a catastrophic disturbance. These events change the fuel load and structure of the forest that historically would have been able to recover over long periods of time. Today, fragmented landscapes require our intervention if the resource values are to be maintained – or if the economic values of the stand or our neighbor's stands are to be protected. For example, salvage cuts may be recommended after a wildfire, windstorm, or insect outbreak in a fire-maintained ecosystem

such as a pine forest. Live trees are generally not available fuels in a fire; however, dead trees become part of the burnable fuels. Dead, partly decomposed trees tend to smolder, producing large amounts of smoke for extended periods of time. In a situation where excessive mortality of pines creates a large fuel load, application of prescribed fires become infeasible, largely due to fire intensity and public safety-related smoke issues within our current landscape (i.e., roadways that require good visibility, neighbors for whom smoke can be an irritant and air quality concerns). In order to maintain fire-dependent pinelands (i.e., to apply prescribed fire) removal of excessive numbers of dead trees (fuels) may be justified. The least expensive method to remove excessive fuels is a salvage cut, which generates some revenue and would offset other clean-up costs. Other options can include whole tree chipping, pile and rot, roller chopping or other mechanical methods, which all incur significant costs. Salvage cuts would not be conducted in a hardwood forest that was damaged by a windstorm. The ecology of this climax-type forest allows that system to recover from a natural disturbance without removing dead and downed wood. Seedlings of already established canopy trees would re-colonize the light gaps created by such a disturbance, thereby perpetuating a hardwood forest.

Fiscal Recommendation
Additional source of revenue for ACF preserve stewardship

Fiscal Alternative(s)
ACF stewardship will continue to rely on County General Fund, referendum proceeds and grants for stewardship

Funding Sources
Timber Harvesting Proceeds

Account Code(s)
Funds 326 and 302

Attachment: Exhibit 1 ACF Timber harvesting business plan 110531.pdf
Attachment: Exhibit 3 Stewardship Strategy Memo to the BoCC 060217.pdf
Attachment: Exhibit 4 Stewardship Strategy Memo to the BoCC 060717.pdf
Attachment: Exhibit 2 Stewardship Strategy Memo to the BoCC 050928.pdf
Attachment: Exhibit 5 Stewardship Strategy Memo to the BoCC 070907.pdf
Attachment: Exhibit 6 Stewardship Leveraging 2010.pdf
Attachment: BoCC110628 Timber Plan.pptx

ALACHUA COUNTY
TIMBER HARVEST BUSINESS PLAN

Table of Contents

Executive Summary 3
Recommended Board Policy Directives 4
The Timber Resource 5
Thinning Planted Pine Stands 6
Timber Revenue 8
Salvage Cuts 12
The Business Plan - A Static Document for Specific Management of Dynamic Ecosystems 12
Glossary of Selected Forestry Terms used in this Plan 13

List of Figures and Tables

Figure 1. Un-Thinned Stand 3
Figure 2. Thinned stand 3
Figure 3. Comparison of growth between thinned and un-thinned stands. 7
Figure 4. Yield curves for thinned and un-thinned stands 8
Figure 5. Trees marked for thinning 8
Figure 6. Marked trees removed 8
Figure 7 Trends in timber prices for last decade 11

Table 1. Stand Thinning Schedule 6
Table 2 Estimated Revenue projections 11

Executive Summary

Alachua County has acquired environmentally significant properties over the last decade to protect, improve and manage water resources, wildlife habitats, and to provide natural areas for resource-based recreation. Acquisitions were financed through two voter-approved initiatives: Alachua County Forever (ACF) in 2000 and Wild Spaces & Public Places in 2008. These preserves provide County residents with the satisfaction of knowing they have protected lands that they know improve their quality of life and the quality of life for future generations. The same reasons that led to the conservation of these lands become more important over time as population increases and fragmentation of the landscape accelerates. Conscientious stewardship of these lands protects this public investment and further enhances its value over time.

To guide stewardship of these preserves, the Board of County Commissioners (BoCC) adopts a Management Plan for each Preserve. In that Plan, the overall vision for the site is articulated. Each Plan furthers the Guiding Principles adopted by the BoCC at their February 26th, 2002 regular commission meeting. Among these were a "no loss of conservation values" stewardship philosophy and a directive that any stewardship be consistent with Alachua County Forever's primary goal of preserving, restoring and enhancing environmental values. Several preserves acquired by the County contain planted pines. Preserve stewardship may include strategies such as timber harvests (i.e. thinnings, selective harvest, and clear-cut depending on the ecological goals for the preserve), prescribed fire, and plantings. The harvested timber is a commodity with economic value subject to unique market forces. It is appropriate

Figure 1. Un-Thinned Stand

Figure 2. Thinned stand

to take advantage of this opportunity and derive income from the harvested trees.

The purpose of this Business Plan is to:

- Articulate certain principles that guide timber harvesting on Alachua County Forever (ACF)-managed lands
- Describe common harvest practices that may be used on ACF-managed lands
- Recommend to the Alachua County Board of County Commissioners (BoCC) sound business practices that guide timber harvests on these lands

- Identify the timber stands that require harvesting and estimate their product classes, economic value, and projected harvest schedule.

This Plan focuses on the process of timber harvesting and the use of the proceeds. It is not intended to be a comprehensive treatment of preserve silviculture, restoration nor resource management. This Business Plan does not supplant or replace any of the objectives of the individual preserve management plans as approved by the BoCC. This document is intended to elaborate on the process of harvesting and establish certain principles once a decision to harvest timber has been made.

This Plan will be amended by staff as budgets, policies, market forces or other events require. The Plan will also be amended as additional site information is gathered, timber stock-and-stand data is analyzed and optimal harvest strategies are developed.

The term timber is used throughout to describe planted pine, off-site hardwoods, or exotics. Silviculture is the art, science, and practice of establishing, tending, and reproducing forest stands of desired characteristics. It is based on knowledge of species characteristics and environmental requirements. A glossary of other terms is included at the end of this Plan.

Recommended Board Policy Directives

The BoCC adopted the following Guiding Principles at their February 26th, 2002 regular commission meeting (Item # 42R-022602).

1. Certain administrative and operating expenses of the program may be borne by the General Fund. There are competing needs for County services using the General Fund and the services and benefits of land conservation to the community must be considered in the context of those other public needs. Additional sources of program support may need to be developed to support the operating costs, e.g. user fees.

2. Commercial Pooled Paper should be used to initially acquire properties until the appropriate time to issue the ACF Bonds. All costs directly related to the acquisition of a project, whether or not it is successfully consummated, are reimbursable from the Bonds.

3. The ACF program will use the existing contracts where appropriate and develop new contracts or the internal capacity where there is a deficiency in expertise or resources in the community. The BoCC recognizes the great value of using ACF funds to leverage partnerships in the protection of the county's sensitive lands. The County has the fiduciary responsibility for ACF funds and therefore will require BoCC approval prior to any application being made regarding committing funds in such partnerships.

4. The BoCC is aware that there are long term stewardship costs associated with projects selected but no funding source other than the General Fund Reserves has been identified. To minimize stewardship expenses while the Program is in this initial acquisition phase, staff will use a strategy of "no loss of conservation values" stewardship. The initial stewardship program will reflect this strategy. As the program matures and other funding sources materialize, the stewardship program may be enhanced.

5. Any stewardship of ACF sites shall be consistent with the ACF's primary goal of preserving, restoring and enhancing environmental values. A stewardship plan will be developed within 12months of acquisition and made available for public comment prior to BoCC approval.

In furtherance of these Principles and to enhance the County's ability to efficiently manage the timber harvesting and the revenues generated by these operations, County staff recommends the following be adopted by the BoCC:

1. The Board of County Commissioners recognizes that a well-managed forest contributes to the community's quality of life by protecting and enhancing wildlife habitats, protecting water resources and providing natural areas suitable for resource-based recreation.
2. The Board of County Commissioners recognizes that harvesting certain stands of timber can be one of the tools to manage a forest.
3. The Board of County Commissioners recognizes that timber harvested is a commodity, has economic value subject to market forces, and directs that it should be sold at market value.
4. The Board of County Commissioners recognizes it is beneficial for the County to re-invest the harvest revenue to manage the Alachua County Forever portfolio of preserves and directs that these timber funds supplement existing core funding to plan for, provide and enhance the sites' capital improvements.
5. The Board of County Commissioners recognizes that this initial Business Plan will be amended to address available economic opportunities, changes in market dynamics or timber stand age, or to adapt to operations that alter stand composition, Acts of God including beetle outbreaks, windstorm and wildfire. The Board therefore directs staff to revise this Plan as necessary to reflect these changes. Those revisions will be described in the annual workplans for the portfolio and incorporated in the revision to this Plan. Normal market variations affecting stand choice and revenue receipts do not merit revisions to this Plan.

The Timber Resource

The ACF portfolio of properties acquired are as varied as the ownerships from which they were acquired and the ecosystems present in these preserves. The management objectives of the previous owners ranged from intensive industrial silviculture, agriculture, recreation or investment to a valued place to live and raise a family. Many landowners altered the existing natural communities to achieve their visions and objectives on the land they owned. A number of these properties have been planted in pine trees that are now or will be merchantable. In these instances, harvesting timber may be the first step towards furthering the County's goal of maintaining and restoring the land to its natural state and condition.

Planted pine stands currently occupy approximately 1,200 acres of the preserves managed by the County (Table 1). Stands range from 18 to 468-acres in size, 5 to 19 years in age, and are planted on sites that vary from old agricultural fields to typical flatwood communities. Site preparation utilized to

establish the trees is similarly varied, running the spectrum from intensive cultural treatments to just sticking trees in the ground. The intensive treatments to control competition and enhance growth at time of planting include mechanical chopping, root raking, bedding, herbicide, and fertilization. The seedlings on some sites come from genetically improved sources, collected in seed orchards and graded on their increased growth and disease resistance characteristics. Other seeds were gathered in the wild simply as a seed source to grow seedlings. Generally, the prior landowner's decision to use one of these various methods is financially-based. Intensive site preparation can be quite expensive and how much is invested on site preparation depends on the expected Return on Investment.

Table 1. Stand Thinning Schedule

Preserve	Stand Acres	Year Planted	Proposed First Thinning	Treatment at Time of Planting
Phifer	203	1991	2011	Intensive
Phifer	82	1996	2011	Intensive
Phifer	28	1998	2013	Intensive
Mill Creek	468	1998	2013	Intensive
Phifer	60	1999	2014	Intensive
Phifer	18	2001	2016	Intensive
Barr Hammock	48	2001	2016	Intensive
Barr Hammock	105	2002	2017	Intensive
Barr Hammock	72	2003	2018	Intensive
Barr Hammock	111	2005	2020	Intensive

Note: as additional data is gathered from other ACF sites and analyzed, this table and table 2 below will be amended to include their optimal harvesting windows and revenue projections.

There are other County-managed areas that contain planted pine stands but are not yet fully inventoried. ACF Staff will include the timber management of these acres in the annual work plan as they are developed every year.

Thinning Planted Pine Stands

Planted stands are usually densely stocked with trees to compensate for losses so that a desirable final density is achieved. Typically, stands are established with a tree density such that the basal area is between 100 to 200 square feet per acre at harvest. Basal area is a measure of stand density developed by foresters to measure growth in a stand. It is the total cross-sectional area (square feet) measured 4.5 feet above the ground (DBH-diameter breast height) of all the trees contained in one acre. By way of comparison, a historically appropriate overstory basal area usually ranges between 60-70 square feet per acre.

Once the stand is established and trees have reached merchantable age and/or size, thinning will be used to reduce the basal of a stand. More than one thin may be required to achieve the desired basal area. Thinning is a silvicultural operation where selected individual trees are removed from the stand to reduce the density of trees and to improve growing conditions for the remaining overstory

trees and understory plants. A major restoration goal may be to replace inappropriate tree species with those appropriate to the natural community. Many thinnings, over an appropriate period can be used to gradually replace the entire stand with more appropriate species. There are currently approximately 1,200 acres of planted pines, on properties managed by the County, that will need to be thinned between now and 2020. Table 1 above lists the stand characteristics and treatments.

The rule of thumb for the correct age to begin thinning on normal sites is 15 years after planting for three reasons. First, this is the age that receiving mills in our area consider the point in a tree's life cycle that is suitable for the pulping process (the point at which the length of fiber contained in the wood is sufficient to obtain the desired strength characteristics). Second, this is the normal age that planted pine growth begins to slow down due to the resource competition. There are diminishing returns in growth with delays in harvesting. Third, this is the approximate time when it would be appropriate to select dominant or co-dominant trees in the stand. The dominant stand trees are those usually selected and retained on site as the seed-bearing (mast) trees.

Once the stand has been thinned, the resources that all trees in the stand once competed for will now be redistributed to the residual trees (figure 4). The remaining trees increase in growth and vigor and the chance of insect or disease damage is decreased. Thinning also lessens the risk of fire events causing permanent damage or mortality. The timing of the first thinning is also critical. The opportunity to capture the increased growth and economic potential generated by thinning is short and the tree's ability to benefit from the thinning decreases over time.

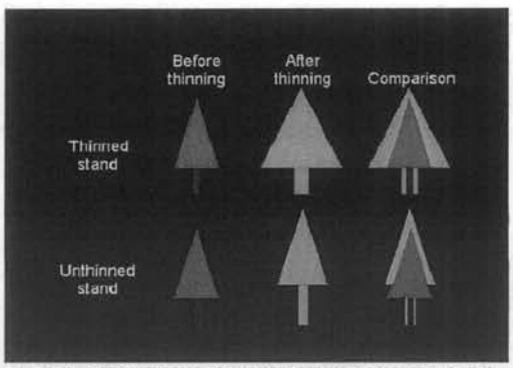


Figure 3. Comparison of growth between thinned and un-thinned stands.

ACF staff will decide on an appropriate thinning methodology -- complete removal of rows, harvesting individual trees, patch thinning, or a clear-cut -- as the situation dictates and depending on the stand goals in the Management Plan. Trees that show evidence of disease, crooks, forks, and trees that are suppressed in height and diameter will be removed between the take rows. In order to establish the desired basal area, ACF staff will monitor the stand's crown closure and the growth rate of the residual trees. Based on this data, thinning may need to occur in each stand every 5-15 years until the management goals are achieved.

Staff may also change the method of thinning from a mechanical method (by row) to an individual tree selection method depending on the desired goals. One component of basal area is tree diameter. As the stands are thinned and the growth potential of the site is redistributed to the residual trees, the diameter growth will increase over time as will the basal area even though the numbers of stems in each stand decreases. This relationship allows the County site manager to manipulate crown densities by having fewer larger trees in the stand.

Timber Revenue

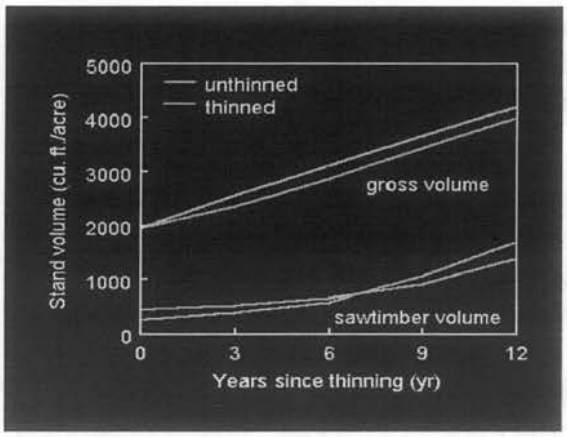


Figure 4. Yield curves for thinned and un-thinned stands

Initially, revenue is generated from thinning sales and generally comes from two commodity classes, Chip and Saw (CNS) and Pulpwood. Other common revenue-generating classes such as Plywood logs (plylogs) and Poles are not included in the stands at present. This is due to the relatively young age of these stands. As the diameter and height of the trees increase with time these commodity classes will show up in future harvests (figure 5). In timber management, log diameter generally determines the commodity class and generally the higher the class, the more valuable the tree.

The harvesting schedule selected by the County site manager is dictated by several factors; ecological considerations being the most important. Staff will evaluate the trade-off between time, stand value and management goals to decide when a particular stand should be harvested. Certain product classes may experience economically driven peaks and valleys in value further influencing staff's decision to cut or let stand a particular area depending on the value of the product classes contained within the stand.

Figure 5. Trees marked for thinning

Figure 6. Marked trees removed

There are several strategies used to sell standing timber, each with unique benefits and challenges. In the first, a lump sum price is negotiated for the standing trees and the trees legally become the real property of the buyer at the execution of the contract. The trees remain on the property of the purchaser until harvested or the term of the contract expires. The advantage of the lump sum transaction lies in its simplicity and is akin to a simple sale of a house or property. The price is generally that which satisfies both parties. The disadvantage is that the timber seller may not know the actual value of the wood as that is determined at the mill and is dependent on market conditions. Usually the buyer is more knowledgeable and will make an offer based on discounting his estimate of the timber value by their transportation costs, risk of loss, and profit. This method also restricts the number of bidders that will participate because of the generally large amount of up front capital required to participate. For the County, this could mean significant loss of revenue because of these discounts.

A second strategy that needs to be evaluated since it may maximize revenue potential is where the County negotiates a delivered price directly from the various receiving mills. The County would develop a pool of contract loggers and pay them a log-and-haul rate for services provided. The County is then paid for wood delivered directly from the receiving mill, eliminating any broker or middleman

This Log-and-Haul method requires two separate contracts; one with the logger and a second with the mill. It also requires expertise on the area's timber markets, familiarity with loggers and mills, and knowledge of the stands to be harvested. It also allows the County to instantly react to changing market conditions, ecological or environmental issues that may arise. This method requires the County to have staff expertise in timber markets, knowledge of and access to receiving mills and availability of qualified logging contractors in the basin. Alachua County currently has this expertise on staff.

In the interim, Alachua County will typically employ a third strategy which guarantees a greater percentage of the timber value. The County will advertise the sale and accept bids based on a Pay-as-Cut system where the bidders offer a price for each commodity class. The bids are analyzed by comparing the different log specifications and prices submitted by each bidder for the different commodity classes. The winning bid maximizes the revenue for the County, while using a qualified logger. This strategy allows the largest number of qualified bidders to participate as there is no upfront money required to participate in the bidding process. The County is then paid for the timber on a weekly basis as it is harvested and removed from the site. This sale type also allows the County flexibility to modify the scope of work or cease operations during the harvest if unforeseen ecological or environmental issues arise. The Pay-as-Cut method requires the County to have in-house expertise capable of cruising the timber stands, analyzing current market conditions and usage demands at the various mills, estimating the stand value, and evaluating the bids.

Sales from individual stands in a preserve may be combined to provide enough acreage to make them economically viable for bidders. For example the sale from the Phifer Flatwoods Preserve will

combine a 28-acre stand with an 18-acre stand and harvested in 2016 even though the optimal thinning date for the 28-acre stand is 2013.

When the site manager chooses the appropriate stand and schedule for harvest, sales from these stands will follow the normal purchasing procedures handled by the County Administrative Services Department (ASD) in consultation with ACF staff. These are generally:

1. ACF staff prepares the scope of services including desired product specifications
2. ASD Purchasing advertises the proposed activity and upon request, disseminates a bid package containing all the information necessary for qualified timber buyers
3. The prospective buyer reviews the scope of services for the project, locates the stand, evaluates the timber being sold, and then completes all requirements and submits the bid package
4. ACF and ASD staffs review the bids, select the winning bidder and complete the award process. The contract will go to the County Manager or to the Board of County Commissioners for approval depending on value
5. The vendor will complete the work according to the contract with due regard for the impact on neighbors, road network, and adjacent property values
6. County staff will monitor the work, reconcile the load, scale and trucking tickets with the receipts, and deposit the proceeds in the appropriate revenue account. The accounts will be identified by the preserve-specific accounting nomenclature sequence in use by the County for Alachua County Forever-managed preserves. For example, fund 326-5574.365.20-00 would deposit the proceeds in a fund specifically for the Lake Alto Preserve
7. Those proceeds may then be expended on stewardship projects that further the goals of the adopted management plans and annual work plans for the sites.

The County should also retain a number of loggers under contract who can respond to calls for salvage harvests, where appropriate. This would allow for getting wood to market rapidly and minimize the loss of revenue in a flooded market (see Salvage Cuts section below).

Table 2 below shows expected revenues that may be generated by the first thinning of stands managed by the County. The per ton value of the timber used to calculate the potential revenue was based on $9.00/ton for pine pulpwood and $12.00/ton for Chip-and-Saw (prices as of 3rd Qtr 2010) and can be expected to fluctuate over time as economic conditions, supply and weather conditions exert their influence on the market (Table 3). By keeping a close eye on market fluctuations, staff can take advantage of any price increases that coincide with the desired thinning dates.

Revenues generated by these timber sales should be used for stewardship of the Alachua County Forever-managed preserves. This is appropriate since these trees were considered part of the property when it was purchased. It is also appropriate to spend the proceeds on a different Preserve if the harvested site does not need the revenues and the recipient site does to achieve the BoCC-approved restoration goals.

Table 2 Estimated Revenue projections					
Preserve	Acres	Year to Thin	Harvest Volume (tons)		Projected Revenue
			Pulpwood	Chip-n-Saw	
Phifer	203	2011	3,166	559	$35,202
Phifer	82	2011	1,279	226	$14,223
Phifer	28	2013	437	77	$4,857
Mill Creek	468	2013	7,299	1,288	$81,147
Phifer	60	2014	936	165	$10,404
Phifer	18	2016	281	50	$3,129
Barr Hammock	48	2016	749	132	$8,325
Barr Hammock	105	2017	1,638	289	$18,210
Barr Hammock	72	2018	1,123	198	$12,483
Barr Hammock	111	2020	1,731	305	$19,239
Total Thinning Revenue					$207,219

The disposition of the funds also depends on the legal constraints and funding covenants that govern the trees and the property. For example, according to the recorded Grant Covenants, revenues from properties that were acquired with Florida Communities Trust grants must be used on management activities that occur on the same property from which the trees were harvested.

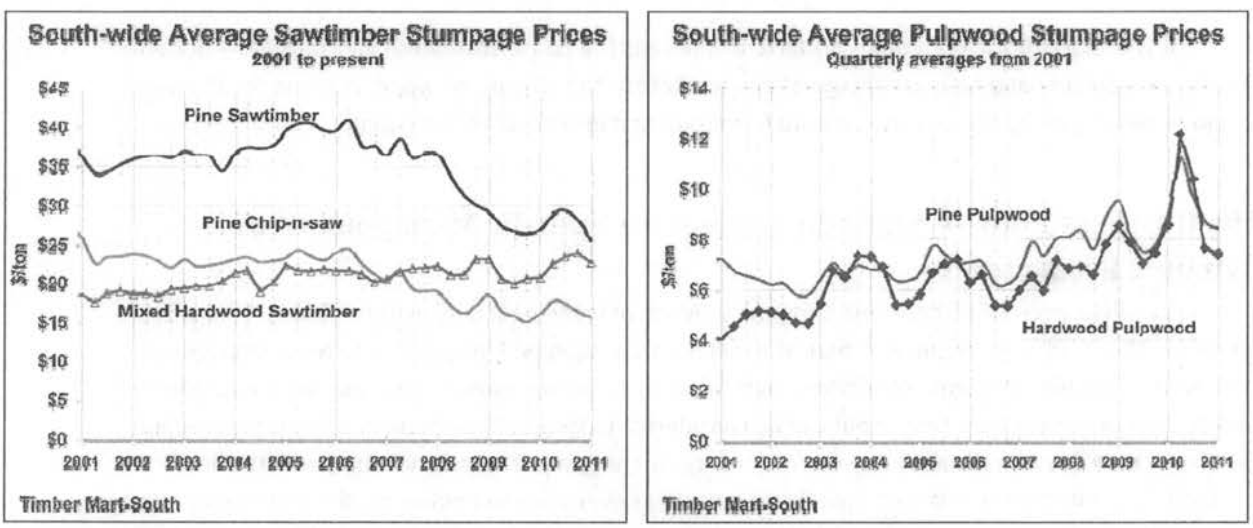


Figure 7 Trends in timber prices for last decade

Salvage Cuts

Depending on the management objectives for the stand, salvage cutting may be recommended in some instances following a catastrophic disturbance. These events change the fuel load and structure of the forest that historically would have been able to recover over long periods of time. Today, fragmented landscapes require our intervention if the resource values are to be maintained – or if the economic values of the stand or our neighbor's stands are to be protected. For example, salvage cuts may be recommended after a wildfire, windstorm, or insect outbreak in a fire-maintained ecosystem such as a pine forest. Live trees are generally not available fuels in a fire; however, dead trees become part of the burnable fuels. Dead, partly decomposed trees tend to smolder, producing large amounts of smoke for extended periods of time. In a situation where excessive mortality of pines creates a large fuel load, application of prescribed fires become infeasible, largely due to fire intensity and public safety-related smoke issues within our current landscape (i.e., roadways that require good visibility, neighbors for whom smoke can be an irritant and air quality concerns). In order to maintain fire-dependent pinelands (i.e., to apply prescribed fire) removal of excessive numbers of dead trees (fuels) may be justified. The least expensive method to remove excessive fuels is a salvage cut, which generates some revenue and would offset other clean-up costs. Other options can include whole tree chipping, pile and rot, roller chopping or other mechanical methods, which all incur costs.

Salvage cuts would NOT be conducted in a hardwood forest that was damaged by a windstorm. The ecology of this climax-type forest allows that system to recover from a natural disturbance without removing dead and downed wood. Seedlings of already established canopy trees would re-colonize the light gaps created by such a disturbance, thereby perpetuating a hardwood forest.

It is important for the County to have at the ready, a contractor which can rapidly respond to calls for salvage cuts and take advantage of any market for this distressed wood. A scope for this work should be developed by the County separate from routine and scheduled harvesting.

The Business Plan - A Static Document for Specific Management of Dynamic Ecosystems

The data presented here will become stale as management and natural forces take effect. Therefore this Plan is a document that will need to be modified many times. New management techniques, variable economic conditions, Acts of God, forces of nature, new markets, and current markets that disappear over time should all be considered, judged by their merits and incorporated into the Plan if they are beneficial to the desired management goals. The original components should be constantly evaluated for relevance to the Plan's objectives over time and either modified or discarded as needed. The Plan is no more than the first step of a long and ever-changing path of public stewardship of these assets.

Glossary of Selected Forestry Terms used in this Plan

Sources:

- University of Tennessee – Knoxville
- About.com Forestry

BASAL AREA	The cross section area of the stem or stems of a plant or of all plants in a stand, generally expressed as square units per unit area. Tree basal area is used to determine percent stocking and is the cross section area of a tree stem in square feet, commonly measured at breast height (4.5' above ground) and inclusive of bark, usually computed by using diameter at breast height (d.b.h.) or tallied through the use of basal area factor angle gauge.
CANOPY	A layer or multiple layers of branches and foliage at the top or crown of a forest's trees.
CHIP	Small piece of wood used to make pulp. Chips are made either from wood waste in a sawmill or pulpwood operation, or from pulpwood specifically cut for this purpose. Chips are larger and coarser than sawdust
CHIP-n-SAW	A cutting method used in cutting lumber from trees that measure between 6 and 14 inches diameter at breast height. The process chips off the rounded outer layer of a log before sawing the remaining cant or rectangular inside section into lumber. Chip-n-saw mills provide a market for trees larger than pulpwood and smaller than sawtimber.
CLEAR-CUT HARVEST	A harvesting and regeneration method that removes all trees within a given area. Clear-cutting is most commonly used in pine and hardwood forests, which require full sunlight to regenerate and grow efficiently.
CO-DOMINANT TREES	Trees or shrubs with crowns receiving full light from above, but comparatively little from the sides. Crowns usually form the general level of the canopy. (In stagnated stands will be small-sized and crowded on the sides).
CORD	A stack of round or split wood consisting of 128 cubic feet of wood, bark, and air space. A standard cord measures 4 feet by 4 feet by 8 feet. A face cord or short cord is 4 feet by 8 feet by any length of wood under 4 feet.
CROWN	Upper part of a tree, including the branches and foliage.
CROWN CLOSURE (COVER)	The percentage of the ground covered by a vertical projection of the outermost perimeter of the natural spread of the foliage of plants.
CRUISE	A survey of forestland to locate timber and estimate its quantity by species, products, size, quality, or other characteristics.
EVEN-AGED MANAGEMENT	A forest management method in which all trees in an area are harvested at one time or in several cuttings over a short time to produce stands that are all the same age or nearly so. This management method is commonly applied to shade-intolerant conifers and hardwoods.
INTENSIVE FOREST MANAGEMENT	Utilization of a wide variety of silvicultural practices, such as planting, thinning, fertilization, harvesting, and genetic improvement, to increase the capability of the forest to produce fiber.
MERCHANTABLE	Logs exceeding a minimum size and a minimum usable volume that are suitable for sale.
OLD-GROWTH STAND	Ecosystems distinguished by old trees and related structural attributes. Old growth encompasses the later stages of stand development which typically differ from

	earlier stages in a variety of characteristics that may include tree size, accumulations of large dead woody material, number of canopy layers, species composition, and ecosystem function. The age at which old growth develops and the specific structural attributes that characterize old growth will vary widely according to forest type, climate, site conditions and disturbance regime. For example, old growth in fire-dependent forest types may not differ from younger forests in the number of canopy layers or accumulation of down woody material. However, old growth is typically distinguished from younger growth by several of the following structural attributes: • Large trees for species and site. • Wide variation in tree sizes and spacing. • Accumulations of large-size dead standing and fallen trees that are high relative to earlier stages. • Decadence in the form of broken or deformed tops or bole and root decay. • Multiple canopy layers. • Canopy gaps and understory patchiness.
OVERSTORY	Layer of foliage in a forest canopy including the trees in a timber stand. Tall mature trees that rise above the shorter immature understory trees.
POLES or POLETIMBER	Any considerable length of round timber below saw log size, ready for use after removal of the bark without further conversion. Suitable for power poles or for simple building work.
PRESCRIBED or CONTROLLED BURN	The use of fire under specific environmental conditions to achieve forest management objectives. Used to reduce hazardous fuel levels, control unwanted vegetation, favor desired vegetation, and improve visibility and wildlife habitat.
ROTATION	The number of years required to establish and grow trees to a specified size, product, or condition of maturity.
SALES TYPES	Lump-sum Sale - The sale of timber in which the price is agreed upon before any trees are removed. Unit Sale (or pay as cut) - The buyer makes regular payments based on mill receipts. Sealed Bid Sale - A timber sale, usually offered through a consulting forester, in which buyers submit sealed bids. Can be lump-sum or pay as cut. Negotiated Sale - A timber sale in which the buyer and the seller negotiate an arm's length stumpage price. Can be lump-sum or pay as cut.
SALVAGE CUT	The harvesting of dead or damaged trees or of trees in danger of being killed by insects, disease, flooding, or other factors in order to save their economic value.
SAWLOG or SAWTIMBER	A log or tree that is large enough (usually 10 to 12 inches in diameter) to be sawed into lumber. Minimum log length is typically 8 feet.
SELECTIVE CUTTING	The periodic removal of individual trees or groups of trees to improve or regenerate a stand.
SILVICULTURE	The art, science, and practice of establishing, tending, and reproducing forest stands of desired characteristics. It is based on knowledge of species characteristics and environmental requirements.
SLASH	(a) Tree tops, branches, bark, or other residue left on the ground after logging or other forestry operations. (b) Tree debris left after a natural catastrophe.
STAND	An easily defined area of the forest that is relatively uniform in species composition or age and can be managed as a single unit.

STAND AGE	The mean age of the dominant and co-dominant trees in the stand.
STAND CONDITION	A classification of forest stands based upon the age of maturity and structure of the overstory and understory. See **old-growth** and **young-growth** stands.
STOCKING	A description of the number of trees, basal area, or volume per acre in a forest stand compared with a desired level for balanced health and growth. Most often used in comparative expressions, such as well-stocked, poorly stocked, or overstocked.
STUMPAGE PRICE	The price paid for standing forest trees.
THINNING	A tree removal practice that reduces tree density and competition between trees in a stand. Thinning concentrates growth on fewer, high-quality trees, provides periodic income, and generally enhances tree vigor. Heavy thinning can benefit wildlife through the increased growth of ground vegetation.
UNDERSTORY	(a) The layer formed by the crowns of smaller trees in a forest. (b) The trees beneath the forest canopy. (c) Foliage layer beneath the forest canopy. (d) Young trees that are growing beneath the tall mature trees in a timber stand.
UNEVEN-AGED MANAGEMENT	Silvicultural system in which individual trees originate at different times and result in a forest with trees of all ages and sizes. Harvest cuts are on an individual-tree selection basis.
YOUNG-GROWTH STAND	Any forested stand not meeting the definition of **old growth**.

Alachua County Forever: Making your money stretch farther, greener, faster.

One of the well-documented successes of the Alachua County Forever Program is its ability to leverage OPM... **O**ther **P**eople's **M**oney. But most people are only aware of the acquisition side of the house; and justifiably so. To date, the County has been able to raise two dollars of OPM for each dollar of local tax spent on the Acquisition List.

But did you know the Program has been even more successful leveraging Stewardship dollars? For the last few fiscal years, the resource-management budget for the Program was $62,000. Using that as seed money for grants and staff time for coordination, the Program was able to leverage almost $1 million in stewardship costs (table 1). Over five dollars returned in OPM for every general fund dollar invested.

TABLE 1	Offsets	Partners' Expenditures	Total
FY2008	$71,690	$412,917	$484,607
FY2009	$142,053	$52,088	$194,941
FY2010	$166,306	$144,843	$311,149

Note: **Offsets** are avoided costs to the County by using volunteers etc. **Partners' Expenditures** means these are real expenditures by our management partners on jointly owned lands thus minimizing the County's expenditures.

There are myriad ways the Program has creatively leveraged its costs. We have negotiated agreements with the St. Johns River Water Management District and the City of Gainesville to manage jointly-owned sites. We have used License Agreements with neighbors, hunters, previous lease-holders and tenants to continue their care and stewardship of the property on the taxpayers' behalf. Program staff has hosted Community Service Workers and volunteer groups at special events – often on weekends – to pull weeds and exotic plants, clear trash and re-plant native vegetation.

It is especially gratifying to see the diversity of groups that approaches us to volunteer their time. This past year alone we worked alongside a group from Trinity United Methodist Church and the U.F. Society for Hispanic Professional Engineers. Each has "adopted" a site and we know we can call on them as the need arises to assist us take care of these assets. Jim Kauffman, Joel and Polly Smith, who have served as caretakers for Barr Hammock since the 1970s, continue in that same role for us today.

One of the Program's goals in the coming year is to build a Volunteer Conservation Corps where staff is able to match interested groups and individuals to tasks and sites. To volunteer yourself or a group, please contact the Alachua County Forever Program (landconservation@alachuacounty.us or (352) 264-6800).

To do this on our own would be cost-prohibitive, inefficient and perhaps even a little selfish. Each of these relationships benefits the County not only in avoiding a direct cost but also to build a sense of place and strengthen our shared commitment to that investment. So we thank our partners and those in the community who have volunteered their time and energy, and we look forward to continuing our tradition of rooting people in the ground.

10Ex5

Alachua County Environmental Protection Department

Chris Bird, *Director*

September 7, 2007

MEMORANDUM

To: Alachua County Board of County Commissioners

Via: Randall H. Reid, County Manager

Via: Chris Bird, Director, Environmental Protection Department

From: Ramesh P. Buch, Program Manager, Alachua County Forever

Subject: Special Board of County Commissioners Meeting on Alachua County Forever Land Stewardship Funding Strategies

Attached to this memorandum is the Summary of the May 24, 2007 Special Meeting of the Alachua County Board of County Commissioners (BoCC) held to discuss the sustainable funding of land stewardship of properties acquired by Alachua County Forever (ACF). Several staff and community experts in the field were invited. The purpose was to discuss the current funding mechanisms and to provide staff with suggestions on alternate funding strategies to reduce the program's dependence on the County's General Fund.

The Special Meeting follows up several memoranda on the subject to the BoCC from staff dated September 28, 2005, February 17, 2006 and July 17, 2006 and in response to Commissioner's comments on April 10, 2007 regarding funding sustainability of the Alachua County Forever (ACF) Stewardship program.

Staff believes that the principles governing the stewardship of Alachua County's natural preserves are no different than those for the Courthouse, an active recreation park, the Administration Building or a fire truck. Each is a capital asset, held in trust for the public benefit. Each has an acquisition and an operational cost and the County has a fiduciary responsibility to maintain these assets even though the immediate financial benefits may not apparent.

Please review the attached report and memoranda for a full treatment of the ACF stewardship strategy. Staff remains encouraged by the Board's interest in creating a sustainable stewardship program and feel confident that the Board will continue to support staff's efforts as described in the attached documents. Please contact me if you need any additional information or clarification.

RPB:rpb
Attachments

201 SE 2nd Avenue Suite 201 ■ Gainesville, Florida 32601 ■ Tel. (352) 264-6800 ■ Fax (352) 264-6852
Suncom 651-6800 ■ TDD (352) 491-4430
Home Page: *www.environment.alachua.fl.us*

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

Summary of Special Commission Meeting
Stewardship of Alachua County Forever Lands
May 24, 2007. 3:00 p.m.
Alachua County Environmental Protection Department
201 SE 2 Avenue, Suite 201
Gainesville, Florida 32601

Attendees:
Commissioner Lee Pinkoson
Commissioner Mike Byerly
Dave Wagner, County Attorney
Chris Bird, Director, Alachua County EPD
Ramesh P. Buch, Alachua County EPD
Sandra Vardaman, Alachua County EPD
Sean McClendon, Alachua County EPD
Kathleen Pagan, Alachua County Growth Management
Robert Simons, member of the Alachua County Land Conservation Board
Robert Hutchinson, Alachua Conservation Trust
Bill Brown, County Extension Office
Mark van Sostenbergen, University of Florida Office of Sustainability
Deedee Delongpre, University of Florida Office of Sustainability

Commissioner Pinkoson opened the meeting with a statement that he supported Alachua County Forever and was interested in developing a dedicated source of funding to maintain and enhance the preserved lands. Further he was interested in finding out if there was a way to generate enough revenue from the preserves to allow them to be self-reliant.

Commission Byerly stated that he supported this discussion and stated two of his principles: these preserves are public assets and should not be viewed any differently from other public assets and their need for maintenance. He agreed that the County should take advantage of appropriate opportunities to generate revenue for maintenance.

Commissioners continued to discuss various options to raise revenues including silviculture, ranching and harvesting pine straw. Commissioner Pinkoson said this discussion was important in light of the revenue uncertainties facing the County arising from the various State initiated property-reform proposals. Commissioner Byerly agreed and said that any revenue-generating options should always be secondary to preserving the conservation values of the properties. Commissioner Pinkoson said that it may be necessary to put a portion of a property in revenue-generation to support the remainder of the properties.

Ramesh said that staff supported the Commission in this discussion. He said that they had been very busy over the last 5 years buying lands and had not formally laid out the long term management strategy. He then asked Sandra to present the status of the ACF program, its stewardship principles and philosophy, revenue generation options and policy questions as potential points on which to continue the discussion.

Alachua County
Environmental Protection Department

Chris Bird, *Director*

May 7, 2007

MEMORANDUM

To: Alachua County Board of County Commissioners

Via: Randall H. Reid, County Manager

Via: Chris Bird, Director, Environmental Protection Department CB

From: Ramesh P. Buch, Program Manager, Alachua County Forever Ramesh Buch

Subject: Alachua County Forever Land Stewardship Funding Strategy

Executive Summary:

Alachua County Forever (ACF) staff is providing this memorandum in response to Commissioner's comments from April 10, 2007 regarding funding sustainability of the Alachua County Forever (ACF) Stewardship program. It expands upon staff's July 17, 2006, February 17, 2006 and September 28, 2005, memos to the Board of County Commissioners. In this update, Alachua County Forever staff outlines the challenges and strategies as we transition to a more stewardship-oriented focus over the next year. We suggest policy recommendations that could reduce ACF dependence on the General Fund and assist with overcoming these challenges.

Principles:

Staff believes that the principles governing the stewardship of Alachua County's natural preserves are no different than those for the Courthouse, an active recreation park, the Administration Building or a fire truck. Each is a capital asset, held in trust for the public benefit. Each has an acquisition and an operational cost and the County has a fiduciary responsibility to maintain these assets even though the immediate financial benefits may not apparent. In the case of nature preserves, not only do the natural resources need to be restored and maintained, the public access infrastructure requires maintenance. Just as critical is the land stewardship and security efforts that make our preserve neighbors safe from wildfire and crime. Staff has disclosed the operational costs of each acquisition project when it is proposed to the Board for negotiation and again for purchase.

Our strategy to accomplish stewardship activities while lessening the burden on the County includes volunteers, community service workers, inmate labor, license agreements,

201 SE 2nd Avenue Suite 201 ■ Gainesville, Florida 32601 ■ Tel. (352) 264-6800 ■ Fax (352) 264-6852
Suncom 651-6800 ■ TDD (352) 491-4430
Home Page: *www.environment.alachua.fl.us*

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

formal and informal partnerships, interim agricultural activities where appropriate such as ranching, pasture and timber harvesting, grants, donations and facilitating on-site restoration projects resulting from mitigation or violations. These partnerships can, and do, perform many services to the County including invasive species control, natural and hydrological restoration, wildlife habitat monitoring, wildfire management, facilitating public access, education and recreation, site security and recurring site maintenance. ACF staff will continue to create innovative ways to fund stewardship on the County's preserve portfolio and further minimize the need for General Fund dollars. However, we believe there will always be a need for core County funding needed for critical land stewardship and to leverage the kinds of community partnerships listed above.

Status Update:

The pace of land acquisition continues. In all, 123 projects have been added to the Active Acquisition List, and 25 have been protected either by the County alone (9 projects), in concert with partners (8 projects) or through leveraging the capacity of partners alone (8 projects). As of this date, the ACF program and its partners have conserved 11,121 acres of land. Of these, 53% are managed by our partners demonstrating one of the key components of the strategy; leveraging our partners' resources. The remaining lands are managed by Alachua County Forever (ACF). Through FY09, staff estimates the total in protection will reach 18,134 acres with the County managing 10,584 acres and assisting and coordinating on the remainder.

As was described in previous memos, studies have been published indicating that, despite the leveraging and current level of funding, ACF stewardship is still under-staffed and under-funded. The University of Washington surveyed 127 local governments' stewardship efforts and found that the median effort was 285 acres per FTE and the median non-personnel stewardship expenditure was $72 per acre. A Sarasota County and a separate Alachua County survey of Florida government efforts corroborate these data. Volusia County, our generally accepted closest peer, manages 3,325 acres per FTE and spends $8.53 per acre. In FY2007, ACF is spending $6.80 per acre on non-personnel stewardship and has 1.64 FTEs devoted to stewardship or 6,781 acres per FTE. Our FY0809 budget enhancement requests bring the levels of effort to $8.57 per acre and 3,908 acres per FTE - assuming the acquisition and stewardship forecasts hold true.

That said staff does not believe in budgeting based solely on benchmarks. Staff should present their needs as a part of the budget process and request that level of funding. Given the acquisition focus of the program over the previous years, staff requested appropriately low level of stewardship funding. This year, as the program exhausts the last of the acquisition funds and transitions to stewardship, the deferred stewardship of these lands needs to be addressed. Staff understands that the General Fund is dependent on the tax base and is the funding source of last resort for many of the priorities of the Board. So staff is very supportive of the Board's efforts to find a more sustainable and stable source of revenue for land stewardship.

Staff suggests the following policy questions as points of departure for this discussion:

1. Should Alachua County reserve the 10% set-aside of the Bond Proceeds for initial capital expenditures as allowed under the referendum? Staff's recommendation is yes.
2. Should Alachua County reserve that portion of the 0.25 millage not used for debt service to endow a stewardship fund? Staff's recommendation is yes.
3. Should some portion of the grants received for lands already acquired be used to endow a stewardship fund? Staff's recommendation is yes.

Please review the attached memos for a full treatment of the ACF stewardship strategy. Please contact me if you need any additional information or clarification. Staff remains encouraged by the Board's interest in creating a sustainable stewardship program and are ready to formally present this strategy to the Board and participate in the discussion at the direction of the County Manager.

RPB:rpb

Attachments

Alachua County
Environmental Protection Department

Chris Bird, *Director*

July 17, 2006

MEMORANDUM

To: Alachua County Board of County Commissioners

Via: Randall H. Reid, County Manager

Via: Chris Bird, Director, Environmental Protection Department

Via: Ramesh P. Buch, Program Manager, Alachua County Forever RPB

Subject: Alachua County Forever Land Management Funding Strategy

Executive Summary:

This memo expands on a February 17th, 2006 and September 28th, 2005, memos to the Board of County Commissioners regarding the Alachua County Forever (ACF) Stewardship funding strategy, including suggestions to reduce the General Fund dollars necessary for stewardship. The justification, principles and strategies detailed in those memos are still valid and being implemented by staff today.

The principles governing the management of Alachua County's natural preserves are no different those for the Courthouse, an active park, the Administration Building or police car. Each capital asset has an operational cost and the County has a fiduciary responsibility to maintain that asset. In the case of preserves, not only do the natural resources need restored and maintained, the infrastructure that make the preserve open to the public requires maintenance. Just as critical is the land management and security efforts that make our preserve neighbors safe from wildfire and crime. ACF staff has made it a point to disclose the operational costs of each acquisition project when it is proposed to the Board for negotiation and again for contract execution. In all, over 90 projects have been added to the Active Acquisition List, and 13 have been approved for purchase.

201 SE 2nd Avenue Suite 201 ■ Gainesville, Florida 32601 ■ Tel. (352) 264-6800 ■ Fax (352) 264-6852
Suncom 651-6800 ■ TDD (352) 491-4430
Home Page: *www.environment.alachua.fl.us*

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

The ACF stewardship strategy combines grants, volunteers, partnerships, interim agricultural activities, timber sales, prescribed burning, community service workers and inmate labor, donations and restoration projects resulting from mitigation or the resolution of violations to accomplish stewardship activities, such as, land management, invasive species control, restoration of natural areas and hydrological regimes, wildlife monitoring, fire management, public access, passive recreation, site security and recurring site maintenance.

Status Update:

The pace of the acquisitions continues. As of this date, the ACF program has acquired or has under contract approximately 10,575 acres of conservation lands. Of these, 51% are or will be managed by partner agencies demonstrating one of the key components of the strategy; leveraging our partners' resources. The remaining 5,200 acres will be managed by the Alachua County Forever Program (ACF). ACF staff continues to seek creative ways to fund stewardship and minimize the General Fund dollars necessary for stewardship.

Since the previous memos were written, two studies have been published indicating that, despite the leveraging and current level of funding, ACF is still under-staffed and under-funded. The University of Washington surveyed 127 local governments' stewardship efforts of conservation lands and found that the median effort was 3.5 FTEs per 1,000 acres. A Sarasota County survey of Florida government efforts corroborated those data. Depending on the study, median non-personnel costs ranged from $38,000 to $73,000 per 1,000 acres. ACF receives $60,000 from the General Fund to manage the 2,400 acres currently under our care. ACF has 2.5 FTEs devoted to stewardship with an additional 0.5 FTE enhancement requested in the FY07 budget.

That said, I do not believe in budgeting based on benchmarks. I believe staff should present their needs as a part of the budget process and request that level of funding. But because the General Fund is so dependant on the health of the tax base, the priorities of the Board and the other needs of the community, I support the Board's efforts to find a more sustainable and stable source of revenue for land management. I believe there will always be a need for core funding provided by the County with which necessary land management is accomplished and which can also be used to leverage other funds.

Please review the attached memos for a full treatment of the ACF stewardship strategy. Please contact me if you need any additional information or clarification. Staff remains encouraged by the Board's interest in creating a sustainable stewardship program and are ready to formally present this strategy to the Board and lead the discussion at the direction of the County Manager.

RPB:rpb

Attachments

Alachua County
Environmental Protection Department

Chris Bird, *Director*

February 17, 2006

MEMORANDUM

To: Alachua County Board of County Commissioners

Via: Randall H. Reid, County Manager

Via: Chris Bird, Director, Environmental Protection Department CB

Via: Ramesh P. Buch, Program Manager, Alachua County Forever RPB

From: Sandra Vardaman, Land Conservation Biologist, Alachua County Forever SV

Subject: Alachua County Forever Land Management Funding Strategy

Executive Summary:

This memo expands on a September 28th, 2005, memo to the Board of County Commissioners regarding the Alachua County Forever Stewardship funding strategy, including ways to reduce the general fund dollars necessary for stewardship. The ACF program has acquired approximately 5,655 acres of conservation lands. Of these, just over half are managed by partner agencies. The remaining +/-2,670 acres will be managed by the Alachua County Forever Program (ACF). ACF staff continually seeks creative ways to fund stewardship and minimize the general fund dollars necessary for stewardship.

The ACF stewardship strategy combines grants, volunteers, partnerships, interim agricultural activities, timber sales, prescribed burning, community service workers and inmate labor, donations and restoration projects resulting from mitigation or the resolution of violations to accomplish stewardship activities, such as, land management, invasive species control, restoration of natural areas and hydrological regimes, wildlife monitoring, fire management, public access, passive recreation, site security and recurring site maintenance.

Policy 6.6.11 of the Comprehensive Plan, Chapter 36 of the Alachua County Code, and in the ACF guiding principles adopted by the BoCC after the January 14th, 2002, workshop, the BoCC acknowledged that the County will provide for ongoing land management of acquired properties. If it is the goal of the BoCC to remove or limit the ACF stewardship funding received from the general fund reserves, the BoCC should consider alternatives to meet this obligation such as a conservation lands impact fee, and/or appropriating that portion of the voter approved 0.25 mill ad-valorem revenue not used for bond debt service for the ACF bonds for funding stewardship.

201 SE 2nd Avenue Suite 201 ■ Gainesville, Florida 32601 ■ Tel. (352) 264-6800 ■ Fax (352) 264-6852
Suncom 651-6800 ■ TDD (352) 491-4430
Home Page: *www.environment.alachua.fl.us*

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

Purpose:

The purpose of this memo is to outline the Alachua County Forever stewardship funding strategy, including ways to reduce the amount of general fund dollars necessary for management. This memo builds on a previous memo from the Alachua County Forever Program to the Board of County Commissioners dated September 28, 2005.

Background:

The Alachua County Forever Program (ACF) was approved through a referendum passed by 62.5% of Alachua County voters on November 7th, 2000, which asked "Shall Alachua County be authorized to issue bonds to acquire, improve and manage environmentally significant lands to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation in one or more series not exceeding a total principal amount of $29,000,000 payable from an annual ad-valorem tax not exceeding one-quarter of one mill maturing not later than 20 years and bearing interest at a rate not exceeding the maximum legal rate."

Alachua County Code Chapter 36 Land Conservation Program, Sec. 36.06; states "Up to ten percent of the proceeds of these bonds may be used for initial land management and providing public access to the properties. The County and property co-owners will provide for ongoing land management of acquired properties."

Alachua County Comprehensive Plan 2001-2020, Conservation and Open Space Element, Land Conservation Program, Management, Policy 6.6.11 states "The County shall provide continued funding for ongoing operation and maintenance costs associated with County-owned lands."

On January 14th, 2002, the Alachua County Board of County Commissioners (BoCC) held a workshop to develop guidance for land conservation project selection, financing and stewardship under the Alachua County Forever program. At this meeting the BoCC adopted the following guiding principles relating to stewardship:

-"The BoCC is aware that there are long term stewardship costs associated with projects selected but no funding source other than the General Fund Reserves has been identified. To minimize stewardship expenses while the Program is in this initial acquisition phase, staff will use a strategy of "no loss of conservation values" stewardship. The initial stewardship program will reflect this strategy. As the program matures and other funding sources materialize, the stewardship program may be enhanced. "

-"Any stewardship of ACF sites shall be consistent with the ACF's primary goal of preserving, restoring and enhancing environmental values. A stewardship plan will be developed within 12 months of acquisition and made available for public comment prior to BoCC approval."

Discussion:

The challenge for long-term stewardship of preserve lands is to develop effective policies and procedures to implement and finance stewardship objectives. Alachua County Forever preserves require a variety of stewardship actions that include provisions for public access, passive recreation, environmental education, land management, site security, and recurring site maintenance. Control of invasive exotic species, fire management, restoration of natural hydrological regimes, endangered species monitoring, and a variety of other land management issues must be considered long-term responsibilities. Without a commitment to stewardship of ACF preserves, the County will not be able to maintain the investment the citizens made in their

conservation lands and the citizens will not reap the quality of life benefits that these properties can provide.

As of February 17, 2006, the Alachua County Forever (ACF) program has acquired approximately 5,655 acres of conservation lands, with an additional 120 acres under contract and expected to close by the end of March 2006. There is agreement in principle on another 3,700 acres of conservation lands.

Of the 5,775 acres either acquired or about to be acquired by the ACF program, three sites or 3,105 acres are managed by partner agencies. The St. Johns River Water Management District manages the 1,385 acre Longleaf Flatwoods Reserve and the 1,700 acre Newnans Lake Addition. The City of Gainesville manages the County's portion of the Cofrin Nature Park, approximately 20 acres. The remaining 2,670 acres will be managed by the ACF program, plus any additional acreage acquired after March 2006.

Recognizing the limited availability of management funds, the ACF program continually seeks creative ways to fund management. In addition to the portion of the bond proceeds designated for initial land management and providing public access to the properties, each year the Alachua County Forever Program is given a general fund allotment. This funding is extremely important for the ongoing management of the ACF properties and to protect the investment the tax payers of Alachua County made in their environmentally sensitive lands.

In the early phases of the ACF program while the highest priorities revolve around land acquisition, the general fund dollars are instrumental in funding maintenance and basic stop gap management activities that are essential for the protection of resources on ACF properties. As more properties are acquired and acquisition funding is depleted, the programmatic emphasis will shift toward management. The general fund dollars will then fund the ongoing maintenance of the sites, and along with bond funds, provide seed money for leveraging grant funds.

With any management task, staff examines the necessity of performing a particular task on various time horizons, and determines the ecological impact to the resource and the economic impact to the tax payers of not performing this task at a particular time. If waiting to perform a task is predicted to yield a significant decrease in the ecological value of the site and/or a significant increase in the cost of the task, the task becomes a priority. If there is no significant decrease in ecological value or increase in the cost of the task by waiting, the task becomes a lower priority. Additionally the availability of funding is used to determine priorities. Staff is opportunistic; if funding becomes available for a project through a grant, mitigation project or partnership, that project becomes a priority.

Management costs are generally influenced by the size and location of a preserve, level of disturbance, recreational uses and resource needs. Natural areas that are fully developed and can sustain high attendance levels have the largest costs and largest net positive economic impacts on local economies. Small sites, with high volume public use and high levels of restoration are more expensive to manage than large, pristine sites with low levels of public use. ACF has adopted a minimalist approach to site development due to the sensitive nature of the preserves and the anticipated low funding levels. ACF will provide parking areas and hiking trails with some interpretive information. As additional funding becomes available through grants or other sources, the visitor amenities may be enhanced and expanded.

Strategies:

Grants

Multiple strategies are used to accomplish management tasks. Grants will be sought to fund invasive plant control, restoration and development of public use facilities, i.e., trailheads, parking areas and interpretive signage. It should be noted that most grants require some form of matching funds. Staff time and a portion of the general fund allotment or bond proceeds will be used to leverage dollars to accomplish stewardship goals. Examples of grants staff will apply for are the Florida Department of Environmental Protection Bureau of Invasive Plant Management Upland Invasive Plant Removal Funds, Florida Recreation Development Assistance Program, the Office of Greenways and Trails, and Tourist Development Tax grants for public use facilities, Florida Fish and Wildlife Conservation Commission and Division of Forestry for restoration and reforestation grants, Division of Historical Resources archaeological stabilization grants.

Volunteers

Staff has used volunteers to assist with management activities and is working with Risk Management to further define the tasks volunteers are able to perform. While a strong volunteer program can off-set general fund needs, it must be balanced with an increase in the County's liability exposure. Therefore staff continues to work with Risk Management on volunteer appropriate activities. By utilizing license agreements and independent contractor status, individual volunteers may perform tasks like hog trapping, mowing and maintaining trails. Other volunteers have assisted with vegetation and wildlife monitoring. Also, volunteers may assist with trash removal, invasive plant control, native plantings, sign or fence installation, trail maintenance, interpretive material development and grant writing.

If the liability issues can be overcome, staff would like to initiate a Volunteer Ranger program to enhance the security of the preserves. Volunteers will walk trails, assist visitors and report to program staff any incidences that are a threat to public safety or the resources. This program will provide a substantial savings to the general fund because this service is very expensive to contract and time consuming for staff. The presence of Volunteer Rangers will allow staff to direct their efforts to areas with known problems. Additionally the presence of Volunteer Rangers on the sites will help deter inappropriate activities and provide a safer more enjoyable visitor experience.

Partnerships

Staff will pursue partnerships with the University of Florida and other organizations that promote research focused on specific site needs, i.e., control of invasive plant populations, restoration of disturbed areas, monitoring changes in plant or wildlife populations in response to management actions.

Interim Agricultural Activities

Keeping in mind that the purpose of the ACF program is to acquire, improve and manage environmentally sensitive lands, there may be opportunities to off-set management costs and generate revenue from private sector partnerships through interim agricultural activities such as leasing existing pastures, groves or row crop areas to private parties until a restoration plan can be developed, funded and implemented.

Timber Sales

Of the 2,670 acres that are expected to be under ACF management by March 2006, approximately 800 acres are pine plantation. The ACF stewardship strategy is to harvest/thin the planted pines over time, while simultaneously restoring the biodiversity of these areas through prescribed burning, ground cover restoration and replanting site

appropriate pine species. Proceeds from the timber sales will go into the management and restoration of the ACF properties. ACF staff anticipates placing these funds in an interest bearing account which will help augment management funding and reduce the need for General Funds.

Prescribed Burn Program

The implementation of a prescribed burn program is one of the most important and cost effective management activities that can be done on the ACF properties. To this end, ACF staff is working closely with the Alachua County Fire Rescue Department's Wildfire Mitigation Officer to develop and implement a prescribed fire program. Once implemented, the prescribed burn program will reduce dangerous fuel loads thus mitigating the threat of severe wildfires, and encouraging species diversity and healthy natural communities.

Community Service Workers and Inmate Labor

As the ACF program matures and more staff time is available for management, staff will utilize community service workers and inmate labor to accomplish tasks such as installation and maintenance of signs, trails and fences, removal of invasive plants, planting vegetation, and trash removal. The use of community service workers and inmate labor involves a greater commitment of staff time, but is much less expensive than contracting these projects through a private contractor, thus their use will save the County General Fund dollars.

Restoration Needs Book

Staff will develop a binder of unfunded ACF restoration projects that will be provided to agency staff (Alachua County, Water Management District, Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, US army Corp of Engineers, City of Gainesville) for use as potential mitigation or violation resolution projects.

Donations

ACF staff has considered placing "iron rangers" at trailhead facilities to encourage donations to the program, and will readily accept donations of money, services, supplies or equipment from willing parties, provided liability issues can be worked out.

Impact Fees and Ad-valorem Revenue

Other funding options that should be considered by the BoCC are the implementation of a conservation lands impact fee that would provide funds for acquisition and management of conservation lands, and the appropriation of that portion of the voter-approved 0.25 mill ad-valorem revenue not used for bond debt service for either funding 1) management activities until 2020 at which time the bond covenant expires, or 2) establishing an endowment fund for management that would last beyond 2020.

Recognizing the limited availability of management funds, ACF staff continually seeks creative ways to fund management and keep costs down. The stewardship philosophy revolves around a "no net loss of conservation values" unless funding can be obtained from outside sources. The ACF stewardship strategy combines grants, volunteers, partnerships, interim agricultural activities, timber sales, prescribed burning, community service workers and inmate labor, donations and restoration projects resulting from mitigation or the resolution of violations to accomplish stewardship activities. ACF Staff appreciates the support that the BoCC has given to the ACF program, and its interest in the effective and efficient stewardship of the ACF Preserves.

Alachua County
Environmental Protection Department

Chris Bird, Director

RECEIVED
ALACHUA COUNTY
ENVIRONMENTAL
JAN 12 2006
PROTECTION
DEPARTMENT

ALACHUA COUNTY

MEMORANDUM

Date: September 28, 2005

To: Alachua County Board of County Commissioners

Via: Randall H. Reid, County Manager RHR 1/10/06 Misplaced in transit. Response to Commissioners. RHR

Via: Chris Bird, Director, Environmental Protection Department CB

From: Ramesh P. Buch, Program Manager, Alachua County Forever RPB

Subject: Request for information regarding savings to the General Fund by County staff negotiating management partnerships.

Purpose.

The purpose of this memorandum is to provide operational information requested by the Board of County Commissioners. Specifically staff offered to provide information regarding operations and maintenance (O&M) costs of Alachua County Forever-acquired properties and staff's efforts to leverage partnerships to reduce the Programs' dependency on the General Fund in response to Commissioners' concerns.

Background.

For the purpose of this memorandum, staff is addressing the concern by framing it as two questions:

(1) Was the public aware that purchased property would require O&M and that it would not be fully funded by the Bonds?
(2) How is the O&M to be funded?

The staff responses are detailed in the Discussion section below.

Discussion.

(1) The fact that Alachua County Forever bond revenues could not be used to fund recurring land management costs was publicly explained on several occasions, beginning with the staff presentation at the July 25, 2000 public hearing in which in the Board of County Commissioners (BoCC) voted unanimously to place the bond referendum on the November 7, 2000 General Election ballot. The video of the July 25, 2000 public hearing was replayed on Channel 12 numerous times leading up to the referendum vote. Other examples of the public discussion are:

RECEIVED
SEP 29 2005
COUNTY MANAGER'S OFFICE

201 SE 2nd Avenue Suite 201 ■ Gainesville, Florida 32601 ■ Tel. (352) 264-6800 ■ Fax (352) 264-6852
Suncom 651-6800 ■ TDD (352) 491-4430
Home Page: www.environment.alachua.fl.us
An Equal Opportunity Employer M.F.V.D.

(a) Since the program was staffed, it has been foremost in the public discourse because it is a priority principle of the staff. An annual program budget authorization requests have included an allocation from the General Fund for property management.

(b) The Land Conservation Advisory Committee (LCAC) was established by the County to report on the design, funding and implementation of a conservation program. Over a series of 15 public meetings between November 1999 and September 2000, the LCAC developed the criteria that would become the Land Conservation Matrix and the referendum language. Notable are these two points: In developing the site evaluation matrix, they discussed a criterion that addresses the cost to the County for managing the proposed property. Second, the proposed referendum language that was ultimately adopted and used states that the Program is to "...improve, and manage environmentally significant lands..."

(c) Many public officials and private individuals who campaigned on behalf of Alachua County Forever said it was discussed with the public in response to questions.

(d) The campaign literature stated "[u]p to 10 percent of the bonds may be used for initial management, including public access." While there is no reference to ongoing maintenance, early discussions about legal restrictions on use of bond proceeds clearly showed that they could not be used for recurring O&M.

(e) The current Matrix contains a criterion which requires that the O&M cost be part of the evaluation and it is addressed at every Land Conservation Board meeting, and it is a part of every site evaluation included in BoCC agenda items.

(f) County staff is very aware of their responsibility for full disclosure and information regarding property management has been provided to the County Commission with every request for approval of Acquisition List projects or purchase contracts.

(2) It is clear that the Program is to purchase property to protect conservation values and to provide resource-based recreation. These values will be lost if the property is not managed. It is analogous to any other public asset such as a vehicle, a Courthouse or road network: without care and maintenance, the asset falls out of its useful condition and the acquisition funds are wasted. In the case of Alachua County Forever, it may mean a violation of the bond covenants if the conservation values purchased with those Bond Proceeds were lost through neglect. Similarly, to maintain the public use purpose, the asset needs to be operated. Operations and Maintenance requires funding.

Having established that the Bonds cannot be used to pay for O&M but O&M is necessary, the issue returns to how to fund the O&M. Alternatives include:

(a) Grants. It is staff's experience that there are limited external funding for site management. Those that exist will be pursued more vigorously as the Program matures and the priorities shift from acquisition to stewardship.

(b) Partnerships. Alachua County has negotiated a stewardship partnership for 3 of the 4 acquisitions to date: Cofrin Nature Park (City of Gainesville); Lochloosa Flatwoods Reserve (St. John's River Water Management District); and Newnans Lake Addition (St. John's River Water Management District). The savings to the General Fund are approximately $53,000 for line item costs (exotic control, trail maintenance etc.). These estimates provided by the St. John's River Water Management District and the City of Gainesville. The District's estimates do not include the salary costs of their fulltime crews. A four-person County crew doing

the equivalent work would cost about $150,000 per year not including their equipment. So at a minimum, we are saving $200,000 per year with these partnerships.

(c) Ad valorem tax. The voters approved a 20-year, 0.25 mill ad-valorem tax to fund the Alachua County Forever Bond series. The amount needed to pay the principle and interest is static each year. The County's increasing tax base means more revenue is being generated by the levy creating a "surplus" which is used to pay off the Bond principle early. Any of the levy not directed toward the principle and used for funding O&M would count against the County's 10-mill statutory cap. ACF staff has explored with the County Finance Team the option of re-dedicating a small portion of the levy (0.01 mill) towards O&M. The approximately $70,000 thereby raised each year would take this obligation from the General Fund and put it back on the approved millage. The Finance Team opposed the idea as it would bring Alachua County closer to the statutory cap. The County Attorney has suggested that there may also be legal restrictions on the use of these funds. Brevard County has used its "surplus" levy in this manner.

(d) Mitigation Banks. A new and interesting option being explored by land management agencies is the use of these public lands as "banks" from which development credit could be issued to promote development in specific geographic areas. Conceptually, a developer would file an application to develop raw land. As a part of the development review, the impact on the site's natural resources in terms of quantity and quality would be calculated. Based on a pre-determined rate calculation, these impacts can be translated into a dollar value. The existing restoration and O&M costs of preservation lands owned by the County are also known, and a virtual land bank of development credits can be established in each property depending on its stewardship need. Using the value of the mitigation impacts calculated earlier, an equal amount of stewardship obligation can be underwritten by the developer until each bank is fully allocated. The developer benefits by having a simple financial impact that is a one-time cost which is predictable. The County benefits by having its public lands managed and accessible.

(e) General Fund. Each year, the County is asked to choose between worthy community needs for funding from the General Fund. Staff expects to weather lean years and enjoy flush years where the property can truly reach its full conservation, education and recreation potential. Currently staff requests O&M funds from the General Fund. Current allocation is $30,537. This amount may be expected to grow as additional sites are purchased. Note that while the Internal Revenue Code prohibits using Bond Proceeds for ongoing or recurring expenses, initial capital improvements may be funded from the 10% set-aside from the Bond Proceeds.

ACF staff is committed to making the land stewardship sustainable. We have been working on an overarching Stewardship Strategy that will guide the County's care of these lands. A major section of this Strategy is funding development. It will explore additional options not presented in this memo. Staff is looking forward to finalizing this Strategy and beginning to implement its principles and practices.

I am encouraged that the Commission is discussing this important issue and am ready to provide any assistance needed. Please contact me at rpbuch@alachua.fl.us or at 264-6804 if you should require any additional information or clarification.

Sandra handed out Attachment 1 to the attendees which highlighted the policy and legislative framework for the ACF program. She pointed out the mission statement, the ballot language, the guiding principles adopted by the Commission in 2002, and the comprehensive plan directives.

As examples of efforts to reduce costs to the County she stated that of the approximately 11,000-acre ACF portfolio, about 6,000 acres are managed by partners saving the County over $150,000 annually. In addition, she said ACF is working on License Agreements with private entities to accomplish maintenance, security and educational objectives that will save the County about $47,000 in General Fund expenses. She mentioned using inmate labor and other departments to clean up about13 tons of solid waste saving an additional $3,000, and noted that, thus far in 2007 there have been over 416 volunteer hours logged on ACF sites saving an additional $2,500. She said ACF has applied for a $51,000 Bureau of Invasive Plant Management grant and is developing a $10,000 grant for understory restoration at Sweetwater Preserve. Staff has worked with agency staff and consultants to explore mitigation opportunities on ACF lands.

Sandra presented some of the other options staff has investigated (Attachment 2) to generate revenue. Timber revenues over the next 7 years from thinning existing pine plantations and for restoration activities should yield about $20,000 in 2008 from Lake Alto Preserve, a couple of years later thinning at Phifer should yield about $60,000 and in the next 5 or so years Mill Creek Preserve should generate approximately $160,000. She cautioned that these estimates are dependant on market stability and no major beetle outbreaks or natural disasters that reduce the value of the timber. She said these revenues are generated as a by-product of stewardship and are consistent with the Program goals and that as the program transitions to stewardship over the next year this information will be further refined. Sandra said that while these activities will reduce ACF's impact on the general fund, they will not eliminate the need for some general fund assistance.

Sandra next discussed the possibility of entering into hunt leases for revenue generation. She said that the license agreements staff is working on are very conservative and trade hunting privileges for stewardship services. The County retains a great deal of control over the properties and can cancel the agreements within 3 days. It is also understood that these agreements will end when the sites are opened to the public. However, should the County need to generate additional funding, a property like Barr Hammock could be leased for over $20,000 per year. Competitive bidding and promotion should raise the amount. The downside is that this would be an interim arrangement until the property was opened to the public and it would limit what the public can do on the property. As a Florida Communities Trust-funded site, it has to be open to the public eventually and hunting may not be compatible. She said that Mill Creek is also a potential hunting site albeit less revenue would be generated.

She mentioned sale of Carbon Credits as an ecologically sensitive way to raise revenue but the market is not fully developed yet. She said staff looked at leasing out property for cattle grazing. The St. Johns River Water Management District receives about $10 per acre for improved pasture; however none of the ACF sites have improved pasture, only very rough pasture and natural areas. The literature says it takes between 6 and 40 acres of native forage per cow-calf unit. The potential cons are aggressive bulls, cattle escaping enclosed areas, damage to natural areas and the cost of required fencing. She said grazing would be difficult to implement and manage, and would have a greater ecological impact and yield significantly less profit than

timber. Chris stated that we would lose the Carbon Credit value of the lands because cows contribute to greenhouse gas emissions.

Sandra also looked into palmetto frond and berry harvesting. Palmetto frond harvesting maybe viable for areas where we are trying to reduce palmetto cover. Palmetto berry harvesting was not recommended because the berries are an important wildlife food source. She mentioned pine straw harvesting, but said harvesting pine straw removes important nutrients from the property and requires maintenance of open ground under the pines which is not consistent with our goal of restoring native groundcover.

Ramesh wrapped up staffs presentation by reiterating that staff has been working on ways to reduce the program's reliance on the general fund, and will continue to pursue these options as the program transitions to stewardship over the next year. He stated that staff intent was that each year's budget request would reflect revenues and expenditures and any general fund request would be the net. He said that he anticipated some years would be better and surplus revenues should be carried over to offset the next year's costs.

Commission Pinkoson asked if a special trust fund could be established to allow for the carry forwards and make sure the funds remained available for the program. Dave Wagner, Ramesh and Sandra all said it was possible to create an interest bearing trust fund, and indeed F&A, the bond covenants and various grants would require that. Commissioner Pinkoson said it was important that any revenues stay with the Program. Commissioner Byerly said he supported that idea and that he thought that it could be supplemented with general fund revenues.

Ramesh concluded by saying that in staff's mind, each property was located on a conservation integrity continuum from degraded to pristine. He said that one operating principle was that the County should be moving each property up the continuum in the direction of increasing the conservation values. It may be acceptable in times of restricted funding to cycle in place and not move up, but it would be unacceptable to backtrack. He pointed to this as the first policy question for the Commission (to affirm Principle #4 that there should be no net loss of conservation values).

Dave asked why cell towers were not included as they can be designed to minimize impacts to the ecology and they generate a lot of revenue. Ramesh said that philosophically locating a cell tower changes the land use of the property. Practically they impact the lands by its footprint and impact on birds and wildlife. He said it is a trade-off and that while they can be designed to minimize impacts they are not without impacts. He said that if the County purchased a property with a tower, he would be in favor of continuing that use. Dave said that the County Library District was investigating locating cell towers on library buildings. He said ACF should follow the progress of the towers and determine if that was an appropriate revenue source. Sandra asked if the bond covenants would permit the location of the tower on ACF lands. Dave said that it could so long as it did not adversely affect the water quality, wildlife habitat or affect natural recreation. Kathleen asked if the Comp Plan prohibited cell towers on preservation lands. Dave responded by saying that the Plan says they should be avoided not "shall be". Ramesh said that locating towers on buildings was not inconsistent with that land uses unlike preservation areas. Ramesh said that the legal concerns about the location and appropriateness of cell towers would be addressed by Dave, but the remaining ecological, aesthetic and public concerns remain to be addressed as tradeoffs on a case by case basis. Commissioner Pinkoson added that there

may be public safety benefit by adding towers to areas deficient in service that would also benefit preserve users who needed phone service. Commissioner Byerly said he was open to locating cell towers if several criteria were kept in mind including access roads, guy wires, lights, and ecological impacts. He wanted signage that explained why the County allowed the installation of the tower.

Commissioner Pinkoson asked what the ACF annual stewardship expenditure projections were. Commission Byerly said that that amount was dependant on the goals for the properties. He said that it would be helpful to have some kind of projection that maintained the conservation values and proposed enhancements to the properties and revenue sources if the Commission wanted to fund those enhancements. He asked how much we need to sustain the properties. Sandra responded by saying that the budget requests reflected that perspective and that the FY2008 request was $78,000 and FY2009 request was $92,000 in non-personnel resource management costs only, (with personnel costs funded through the general fund). Bill asked if the management costs included invasive plant control. Sandra said it did. She said that the numbers will be higher initially and decrease as the sites get into maintenance condition.

Commissioner Pinkoson asked for confirmation that the Bond could be used for initial improvements. Ramesh said it was and said that raised a second policy question: should the County set aside the 10% of the Bond Proceeds (equal to $2.9 million) for capital improvements as allowed under the referendum. Commissioner Byerly said he wanted to spend the bond dollars on acquisition since lands would become expensive to buy. Ramesh said we could either advise the board when we were bringing them a contract that may dip into the last 10% or make that policy decision now. Commissioner Byerly said he was confident that the public would support spending money on infrastructure from the general fund. Commissioner Pinkoson said he remained concerned that the County would purchase more than it could afford to maintain and that extension beyond our means would affect the lands and public support. He said he was shocked that the cost was less than $100,000. Chris said that the current stewardship strategy for these properties is minimal and does not include a lot of programming and those costs will drive up the operating costs in the future.

Robert Hutchinson commented that ACF was proposed by the citizens and they thought 10% was enough, which he said remains to be seen. He said he believes that acquisitions should remain a priority for the Bond proceeds. Except for some exotic control, the money should be reserved for land buying. He also said he wanted to disclose that Alachua Conservation Trust (ACT) may be managing some of the County's preserves in the future if the concerns of County staff and his Board could be resolved. He also agreed that any revenue remain in the program. He said that silviculture revenue should be realized when possible under proper stewardship. He said he was concerned that the number of the properties not open to the public was a concern for any potential future referenda to extend the program. He said that his experience was that a "friends of" program with a solicitation of donations and naming rights is needed. He said that ACT has received over $100,000 for naming rights. He mentioned Gopher Tortoise and wetlands mitigation opportunities are also available and should be investigated. Commissioner Byerly commented that as far as tortoise re-location was concerned, there were issues with site suitability and ongoing obligations. Robert said he was concerned that the current staff that handled the acquisitions so successfully may have a problem transitioning to stewardship.

Mark commented that there may be opportunities in the future to sell carbon credits off of the County preserves. He provided some background on the nature of carbon sequestration and the incipient demand from utilities, industry, commercial interests and individuals who want or need to offset their carbon impacts. He said that the County could use existing inventories of land and that the current market of about $4/ac/yr may help offset the $11/ac/yr cost of management. He said the accounting models are in place in California and the Northeast as examples for southeast forests. Chris said that the University has committed to becoming carbon neutral and need to offset their carbon and they may be the driver for this market. Mark mentioned that regional utilities were also looking to secure carbon credit sellers and were looking to pay about $10/ton of carbon. Chris said there is a need for credentialing to ensure honesty and that is not in place yet and that is where governments with their transparency have an advantage.

Commissioner Byerly asked for what the vision was for ACF lands. He said his was that the long-term goal was no harvesting. He said that he looked to the National Parks model of wilderness with no or minimal human management. Bob Simons said that was one model on the spectrum of forest management, but some of the nicest ecological properties are on public and private lands that are managed for timber. He said that you can cycle through uneven aged timber harvest and still have really healthy forest. He said the most important issue was not where you were on the spectrum, but rather maintaining a healthy ecosystem which may require a lot of management input such as prescribed fire and exotic control. He said if you have enough general fund revenue to sustain this level of management then you do not have to do any silviculture. He said if you don't, you may have to do some silviculture to generate enough revenue to do the other required management and end up with a healthier ecosystem than struggling with insufficient funding. Commissioner Byerly commented that if money were no object, then the management goal should be to restore the large wilderness-type landscapes that are free from silviculture. Bob agreed but reiterated that an approximate condition can be reached with some sustainable harvesting. Commissioner Byerly said the County needs to make a fundamental decision about the long-term vision of the property and how to get there. He stressed that there must be a goal in the management plans for an end result of no timber harvesting, but that he would support some timber harvest in getting to that goal. Bob stated that this discussion refers to only pine systems and they are a small percentage of the ACF portfolio. He said he did not believe that harvesting other systems such as, wetlands or hammocks would be appropriate.

Commissioner Pinkoson concluded by repeating his desire to see a budget for stewardship showing revenue generation and various levels of expense reflecting various stewardship options from a bare bones no loss of conservation values through enhanced access. He also said he supports the idea of fundraising through a "friends of" group. Commissioner Byerly agreed and stated that a minimum amount of maintenance funding should be required as the county already does for active parks and any enhancements above that is part of the budget discussion. Commissioner Pinkoson asked staff to present the cost of the improvements when the Commission meets to decide whether to reserve the 10% for Capital Improvements. Commissioner Byerly concluded by saying that of all the programs the County has, ACF has the strongest mandate – a direct vote by over 62% to implement the program.

Bill Brown asked that if any property included uplands that were appropriate for grazing that staff considers that and also that exotic control on the lands is critical if nothing else is

accomplished. Commissioner Pinkoson asked staff to make sure that was included in budget projections. Ramesh said it was and would continue to be.

There was no further discussion and the meeting adjourned at 5:00 p.m.

Attachment 1. Alachua County Forever Background Information
5-24-2007

1) Alachua County Forever Mission Statement:

To acquire, improve and manage environmentally significant lands to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation.

---

2) Ballot Language

OFFICIAL BALLOT
COUNTY OF ALACHUA, FLORIDA
BOND REFERENDUM ELECTION - NOVEMBER 7, 2000

APPROVAL OF "ALACHUA COUNTY FOREVER" BONDS TO PROTECT ENVIRONMENTALLY SIGNIFICANT LANDS.

Shall Alachua County be authorized to issue bonds to acquire, improve and manage environmentally significant lands to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation in one or more series not exceeding a total principal amount of $29,000,000 payable from an annual ad valorem tax not exceeding one-quarter of one mill maturing not later than 20 years and bearing interest at a rate not exceeding the maximum legal rate.

For bonds _____ Against bonds

---

3) Guiding Principles

The BoCC agreed to adopt the following Guiding Principles at the Land Conservation workshop held on January 14th, 2002. The BoCC formally adopted the following Guiding Principles at their February 26th, 2002 regular commission meeting (Item # 42R-022602).

1. Certain administrative and operating expenses of the program may be borne by the General Fund. There are competing needs for County services using the General Fund and the services and benefits of land conservation to the community must be considered in the context of those other public needs. Additional sources of program support may need to be developed to support the operating costs, e.g. user fees.

2. Commercial Pooled Paper should be used to initially acquire properties until the appropriate time to issue the ACF Bonds. All costs directly related to the acquisition of a project, whether or not it is successfully consummated, are reimbursable from the Bonds.

3. The ACF program will use the existing contracts where appropriate and develop new contracts or the internal capacity where there is a deficiency in expertise or resources in the community. The BoCC recognizes the great value of using ACF funds to leverage partnerships in the protection of the county's sensitive lands. The County has the fiduciary responsibility for ACF funds and therefore will require BoCC approval prior to any application being made regarding committing funds in such partnerships.

4. The BoCC is aware that there are long term stewardship costs associated with projects selected but no funding source other than the General Fund Reserves has been identified. To minimize stewardship expenses while the Program is in this initial acquisition phase, staff will use a strategy of "no loss of conservation values" stewardship. The initial stewardship program will reflect this strategy. As the program matures and other funding sources materialize, the stewardship program may be enhanced.

5. Any stewardship of ACF sites shall be consistent with the ACF's primary goal of preserving, restoring and enhancing environmental values. A stewardship plan will be developed within 12months of acquisition and made available for public comment prior to BoCC approval.

6. Every effort must be made to maintain the public's confidence and trust so that this Program may be sustained.

---

4) Relevant Comprehensive Plan Sections

Alachua County Comprehensive Plan: 2001-2020
Effective 5/2/05 Conservation and Open Space

6.0 LAND CONSERVATION PROGRAM
6.2 ALACHUA COUNTY FOREVER
Objective 6.2:
Implement the Alachua County Forever program.

Policy 6.2.3 The emphasis of Alachua County Forever shall be to increase the acreage of environmentally significant lands managed in perpetuity for conservation purposes.

Policy 6.2.7 Resource-based recreation may be considered on and adjacent to land acquired through Alachua County Forever provided the associated activities do not have significant adverse impacts on the ecological integrity or ecological or historical values of the resources in these areas.

6.6 MANAGEMENT
Objective 6.6:
Improve the environmental stewardship of all preservation, conservation and recreation areas within Alachua County.

Policy 6.6.5 The County shall restore and enhance degraded natural areas on County-owned preservation, conservation and recreation lands, including removal of invasive non-native plants

and animals, reforestation, re-establishment of burn regimes for fire-adapted ecosystems, and restoration of shorelines and natural hydrology, as needed.

Policy 6.6.6 The County shall manage and maintain County-owned preservation, conservation and recreation areas to ensure the ongoing conservation of desirable plants and animals and their associated ecosystems, and to control the invasion and spread of undesirable nonnative plants and animals.

Policy 6.6.9 Multiple use opportunities, including resource-based recreation, shall be considered in County-owned preservation and conservation areas where consistent with conservation of wildlife habitat, watershed protection, erosion control, maintenance or enhancement of water quality, and aquifer recharge protection.

Policy 6.6.10 The County shall manage, and support stewardship strategies that maximize biodiversity at the species, natural community, and landscape levels.

Policy 6.6.11 The County shall provide continued funding for ongoing operation and maintenance costs associated with County-owned lands.

Attachment 2. Memo from staff to Board of County Commissioners dated May 7, 2007

10E4

Alachua County
Environmental Protection Department

Chris Bird, *Director*

July 17, 2006

MEMORANDUM

To: Alachua County Board of County Commissioners

Via: Randall H. Reid, County Manager

Via: Chris Bird, Director, Environmental Protection Department

Via: Ramesh P. Buch, Program Manager, Alachua County Forever RPB

Subject: Alachua County Forever Land Management Funding Strategy

Executive Summary:

This memo expands on a February 17th, 2006 and September 28th, 2005, memos to the Board of County Commissioners regarding the Alachua County Forever (ACF) Stewardship funding strategy, including suggestions to reduce the General Fund dollars necessary for stewardship. The justification, principles and strategies detailed in those memos are still valid and being implemented by staff today.

The principles governing the management of Alachua County's natural preserves are no different those for the Courthouse, an active park, the Administration Building or police car. Each capital asset has an operational cost and the County has a fiduciary responsibility to maintain that asset. In the case of preserves, not only do the natural resources need restored and maintained, the infrastructure that make the preserve open to the public requires maintenance. Just as critical is the land management and security efforts that make our preserve neighbors safe from wildfire and crime. ACF staff has made it a point to disclose the operational costs of each acquisition project when it is proposed to the Board for negotiation and again for contract execution. In all, over 90 projects have been added to the Active Acquisition List, and 13 have been approved for purchase.

The ACF stewardship strategy combines grants, volunteers, partnerships, interim agricultural activities, timber sales, prescribed burning, community service workers and inmate labor, donations and restoration projects resulting from mitigation or the resolution of violations to accomplish stewardship activities, such as, land management, invasive species control, restoration of natural areas and hydrological regimes, wildlife monitoring, fire management, public access, passive recreation, site security and recurring site maintenance.

Status Update:

The pace of the acquisitions continues. As of this date, the ACF program has acquired or has under contract approximately 10,575 acres of conservation lands. Of these, 51% are or will be managed by partner agencies demonstrating one of the key components of the strategy; leveraging our partners' resources. The remaining 5,200 acres will be managed by the Alachua County Forever Program (ACF). ACF staff continues to seek creative ways to fund stewardship and minimize the General Fund dollars necessary for stewardship.

Since the previous memos were written, two studies have been published indicating that, despite the leveraging and current level of funding, ACF is still under-staffed and under-funded. The University of Washington surveyed 127 local governments' stewardship efforts of conservation lands and found that the median effort was 3.5 FTEs per 1,000 acres. A Sarasota County survey of Florida government efforts corroborated those data. Depending on the study, median non-personnel costs ranged from $38,000 to $73,000 per 1,000 acres. ACF receives $60,000 from the General Fund to manage the 2,400 acres currently under our care. ACF has 2.5 FTEs devoted to stewardship with an additional 0.5 FTE enhancement requested in the FY07 budget.

That said, I do not believe in budgeting based on benchmarks. I believe staff should present their needs as a part of the budget process and request that level of funding. But because the General Fund is so dependant on the health of the tax base, the priorities of the Board and the other needs of the community, I support the Board's efforts to find a more sustainable and stable source of revenue for land management. I believe there will always be a need for core funding provided by the County with which necessary land management is accomplished and which can also be used to leverage other funds.

Please review the attached memos for a full treatment of the ACF stewardship strategy. Please contact me if you need any additional information or clarification. Staff remains encouraged by the Board's interest in creating a sustainable stewardship program and are ready to formally present this strategy to the Board and lead the discussion at the direction of the County Manager.

RPB:rpb

Attachments

Alachua County
Environmental Protection Department

Chris Bird, *Director*

February 17, 2006

MEMORANDUM

To: Alachua County Board of County Commissioners

Via: Randall H. Reid, County Manager

Via: Chris Bird, Director, Environmental Protection Department CB

Via: Ramesh P. Buch, Program Manager, Alachua County Forever RPB

From: Sandra Vardaman, Land Conservation Biologist, Alachua County Forever SV

Subject: Alachua County Forever Land Management Funding Strategy

Executive Summary:

This memo expands on a September 28th, 2005, memo to the Board of County Commissioners regarding the Alachua County Forever Stewardship funding strategy, including ways to reduce the general fund dollars necessary for stewardship. The ACF program has acquired approximately 5,655 acres of conservation lands. Of these, just over half are managed by partner agencies. The remaining +/-2,670 acres will be managed by the Alachua County Forever Program (ACF). ACF staff continually seeks creative ways to fund stewardship and minimize the general fund dollars necessary for stewardship.

The ACF stewardship strategy combines grants, volunteers, partnerships, interim agricultural activities, timber sales, prescribed burning, community service workers and inmate labor, donations and restoration projects resulting from mitigation or the resolution of violations to accomplish stewardship activities, such as, land management, invasive species control, restoration of natural areas and hydrological regimes, wildlife monitoring, fire management, public access, passive recreation, site security and recurring site maintenance.

Policy 6.6.11 of the Comprehensive Plan, Chapter 36 of the Alachua County Code, and in the ACF guiding principles adopted by the BoCC after the January 14th, 2002, workshop, the BoCC acknowledged that the County will provide for ongoing land management of acquired properties. If it is the goal of the BoCC to remove or limit the ACF stewardship funding received from the general fund reserves, the BoCC should consider alternatives to meet this obligation such as a conservation lands impact fee, and/or appropriating that portion of the voter approved 0.25 mill ad-valorem revenue not used for bond debt service for the ACF bonds for funding stewardship.

201 SE 2nd Avenue Suite 201 ■ Gainesville, Florida 32601 ■ Tel. (352) 264-6800 ■ Fax (352) 264-6852
Suncom 651-6800 ■ TDD (352) 491-4430
Home Page: *www.environment.alachua.fl.us*

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

Purpose:

The purpose of this memo is to outline the Alachua County Forever stewardship funding strategy, including ways to reduce the amount of general fund dollars necessary for management. This memo builds on a previous memo from the Alachua County Forever Program to the Board of County Commissioners dated September 28, 2005.

Background:

The Alachua County Forever Program (ACF) was approved through a referendum passed by 62.5% of Alachua County voters on November 7th, 2000, which asked "Shall Alachua County be authorized to issue bonds to acquire, improve and manage environmentally significant lands to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation in one or more series not exceeding a total principal amount of $29,000,000 payable from an annual ad-valorem tax not exceeding one-quarter of one mill maturing not later than 20 years and bearing interest at a rate not exceeding the maximum legal rate."

Alachua County Code Chapter 36 Land Conservation Program, Sec. 36.06; states "Up to ten percent of the proceeds of these bonds may be used for initial land management and providing public access to the properties. The County and property co-owners will provide for ongoing land management of acquired properties."

Alachua County Comprehensive Plan 2001-2020, Conservation and Open Space Element, Land Conservation Program, Management, Policy 6.6.11 states "The County shall provide continued funding for ongoing operation and maintenance costs associated with County-owned lands."

On January 14th, 2002, the Alachua County Board of County Commissioners (BoCC) held a workshop to develop guidance for land conservation project selection, financing and stewardship under the Alachua County Forever program. At this meeting the BoCC adopted the following guiding principles relating to stewardship:

-"The BoCC is aware that there are long term stewardship costs associated with projects selected but no funding source other than the General Fund Reserves has been identified. To minimize stewardship expenses while the Program is in this initial acquisition phase, staff will use a strategy of "no loss of conservation values" stewardship. The initial stewardship program will reflect this strategy. As the program matures and other funding sources materialize, the stewardship program may be enhanced. "

-"Any stewardship of ACF sites shall be consistent with the ACF's primary goal of preserving, restoring and enhancing environmental values. A stewardship plan will be developed within 12 months of acquisition and made available for public comment prior to BoCC approval."

Discussion:

The challenge for long-term stewardship of preserve lands is to develop effective policies and procedures to implement and finance stewardship objectives. Alachua County Forever preserves require a variety of stewardship actions that include provisions for public access, passive recreation, environmental education, land management, site security, and recurring site maintenance. Control of invasive exotic species, fire management, restoration of natural hydrological regimes, endangered species monitoring, and a variety of other land management issues must be considered long-term responsibilities. Without a commitment to stewardship of ACF preserves, the County will not be able to maintain the investment the citizens made in their

conservation lands and the citizens will not reap the quality of life benefits that these properties can provide.

As of February 17, 2006, the Alachua County Forever (ACF) program has acquired approximately 5,655 acres of conservation lands, with an additional 120 acres under contract and expected to close by the end of March 2006. There is agreement in principle on another 3,700 acres of conservation lands.

Of the 5,775 acres either acquired or about to be acquired by the ACF program, three sites or 3,105 acres are managed by partner agencies. The St. Johns River Water Management District manages the 1,385 acre Longleaf Flatwoods Reserve and the 1,700 acre Newnans Lake Addition. The City of Gainesville manages the County's portion of the Cofrin Nature Park, approximately 20 acres. The remaining 2,670 acres will be managed by the ACF program, plus any additional acreage acquired after March 2006.

Recognizing the limited availability of management funds, the ACF program continually seeks creative ways to fund management. In addition to the portion of the bond proceeds designated for initial land management and providing public access to the properties, each year the Alachua County Forever Program is given a general fund allotment. This funding is extremely important for the ongoing management of the ACF properties and to protect the investment the tax payers of Alachua County made in their environmentally sensitive lands.

In the early phases of the ACF program while the highest priorities revolve around land acquisition, the general fund dollars are instrumental in funding maintenance and basic stop gap management activities that are essential for the protection of resources on ACF properties. As more properties are acquired and acquisition funding is depleted, the programmatic emphasis will shift toward management. The general fund dollars will then fund the ongoing maintenance of the sites, and along with bond funds, provide seed money for leveraging grant funds.

With any management task, staff examines the necessity of performing a particular task on various time horizons, and determines the ecological impact to the resource and the economic impact to the tax payers of not performing this task at a particular time. If waiting to perform a task is predicted to yield a significant decrease in the ecological value of the site and/or a significant increase in the cost of the task, the task becomes a priority. If there is no significant decrease in ecological value or increase in the cost of the task by waiting, the task becomes a lower priority. Additionally the availability of funding is used to determine priorities. Staff is opportunistic; if funding becomes available for a project through a grant, mitigation project or partnership, that project becomes a priority.

Management costs are generally influenced by the size and location of a preserve, level of disturbance, recreational uses and resource needs. Natural areas that are fully developed and can sustain high attendance levels have the largest costs and largest net positive economic impacts on local economies. Small sites, with high volume public use and high levels of restoration are more expensive to manage than large, pristine sites with low levels of public use. ACF has adopted a minimalist approach to site development due to the sensitive nature of the preserves and the anticipated low funding levels. ACF will provide parking areas and hiking trails with some interpretive information. As additional funding becomes available through grants or other sources, the visitor amenities may be enhanced and expanded.

Strategies:

Grants

Multiple strategies are used to accomplish management tasks. Grants will be sought to fund invasive plant control, restoration and development of public use facilities, i.e., trailheads, parking areas and interpretive signage. It should be noted that most grants require some form of matching funds. Staff time and a portion of the general fund allotment or bond proceeds will be used to leverage dollars to accomplish stewardship goals. Examples of grants staff will apply for are the Florida Department of Environmental Protection Bureau of Invasive Plant Management Upland Invasive Plant Removal Funds, Florida Recreation Development Assistance Program, the Office of Greenways and Trails, and Tourist Development Tax grants for public use facilities, Florida Fish and Wildlife Conservation Commission and Division of Forestry for restoration and reforestation grants, Division of Historical Resources archaeological stabilization grants.

Volunteers

Staff has used volunteers to assist with management activities and is working with Risk Management to further define the tasks volunteers are able to perform. While a strong volunteer program can off-set general fund needs, it must be balanced with an increase in the County's liability exposure. Therefore staff continues to work with Risk Management on volunteer appropriate activities. By utilizing license agreements and independent contractor status, individual volunteers may perform tasks like hog trapping, mowing and maintaining trails. Other volunteers have assisted with vegetation and wildlife monitoring. Also, volunteers may assist with trash removal, invasive plant control, native plantings, sign or fence installation, trail maintenance, interpretive material development and grant writing.

If the liability issues can be overcome, staff would like to initiate a Volunteer Ranger program to enhance the security of the preserves. Volunteers will walk trails, assist visitors and report to program staff any incidences that are a threat to public safety or the resources. This program will provide a substantial savings to the general fund because this service is very expensive to contract and time consuming for staff. The presence of Volunteer Rangers will allow staff to direct their efforts to areas with known problems. Additionally the presence of Volunteer Rangers on the sites will help deter inappropriate activities and provide a safer more enjoyable visitor experience.

Partnerships

Staff will pursue partnerships with the University of Florida and other organizations that promote research focused on specific site needs, i.e., control of invasive plant populations, restoration of disturbed areas, monitoring changes in plant or wildlife populations in response to management actions.

Interim Agricultural Activities

Keeping in mind that the purpose of the ACF program is to acquire, improve and manage environmentally sensitive lands, there may be opportunities to off-set management costs and generate revenue from private sector partnerships through interim agricultural activities such as leasing existing pastures, groves or row crop areas to private parties until a restoration plan can be developed, funded and implemented.

Timber Sales

Of the 2,670 acres that are expected to be under ACF management by March 2006, approximately 800 acres are pine plantation. The ACF stewardship strategy is to harvest/thin the planted pines over time, while simultaneously restoring the biodiversity of these areas through prescribed burning, ground cover restoration and replanting site

appropriate pine species. Proceeds from the timber sales will go into the management and restoration of the ACF properties. ACF staff anticipates placing these funds in an interest bearing account which will help augment management funding and reduce the need for General Funds.

Prescribed Burn Program

The implementation of a prescribed burn program is one of the most important and cost effective management activities that can be done on the ACF properties. To this end, ACF staff is working closely with the Alachua County Fire Rescue Department's Wildfire Mitigation Officer to develop and implement a prescribed fire program. Once implemented, the prescribed burn program will reduce dangerous fuel loads thus mitigating the threat of severe wildfires, and encouraging species diversity and healthy natural communities.

Community Service Workers and Inmate Labor

As the ACF program matures and more staff time is available for management, staff will utilize community service workers and inmate labor to accomplish tasks such as installation and maintenance of signs, trails and fences, removal of invasive plants, planting vegetation, and trash removal. The use of community service workers and inmate labor involves a greater commitment of staff time, but is much less expensive than contracting these projects through a private contractor, thus their use will save the County General Fund dollars.

Restoration Needs Book

Staff will develop a binder of unfunded ACF restoration projects that will be provided to agency staff (Alachua County, Water Management District, Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, US army Corp of Engineers, City of Gainesville) for use as potential mitigation or violation resolution projects.

Donations

ACF staff has considered placing "iron rangers" at trailhead facilities to encourage donations to the program, and will readily accept donations of money, services, supplies or equipment from willing parties, provided liability issues can be worked out.

Impact Fees and Ad-valorem Revenue

Other funding options that should be considered by the BoCC are the implementation of a conservation lands impact fee that would provide funds for acquisition and management of conservation lands, and the appropriation of that portion of the voter-approved 0.25 mill ad-valorem revenue not used for bond debt service for either funding 1) management activities until 2020 at which time the bond covenant expires, or 2) establishing an endowment fund for management that would last beyond 2020.

Recognizing the limited availability of management funds, ACF staff continually seeks creative ways to fund management and keep costs down. The stewardship philosophy revolves around a "no net loss of conservation values" unless funding can be obtained from outside sources. The ACF stewardship strategy combines grants, volunteers, partnerships, interim agricultural activities, timber sales, prescribed burning, community service workers and inmate labor, donations and restoration projects resulting from mitigation or the resolution of violations to accomplish stewardship activities. ACF Staff appreciates the support that the BoCC has given to the ACF program, and its interest in the effective and efficient stewardship of the ACF Preserves.

Alachua County
Environmental Protection Department

Chris Bird, *Director*

RECEIVED
ALACHUA COUNTY
ENVIRONMENTAL
JAN 12 2006
PROTECTION
DEPARTMENT

MEMORANDUM

Date: September 28, 2005

To: Alachua County Board of County Commissioners

Via: Randall H. Reid, County Manager RHR, 1/10/06 Misplaced in transit. Response to Commissioners. RHR

Via: Chris Bird, Director, Environmental Protection Department CB

From: Ramesh P. Buch, Program Manager, Alachua County Forever RPB

Subject: Request for information regarding savings to the General Fund by County staff negotiating management partnerships.

Purpose.
The purpose of this memorandum is to provide operational information requested by the Board of County Commissioners. Specifically staff offered to provide information regarding operations and maintenance (O&M) costs of Alachua County Forever-acquired properties and staff's efforts to leverage partnerships to reduce the Programs' dependency on the General Fund in response to Commissioners' concerns.

Background.
For the purpose of this memorandum, staff is addressing the concern by framing it as two questions:
(1) Was the public aware that purchased property would require O&M and that it would not be fully funded by the Bonds?
(2) How is the O&M to be funded?

The staff responses are detailed in the Discussion section below.

Discussion.
(1) The fact that Alachua County Forever bond revenues could not be used to fund recurring land management costs was publicly explained on several occasions, beginning with the staff presentation at the July 25, 2000 public hearing in which in the Board of County Commissioners (BoCC) voted unanimously to place the bond referendum on the November 7, 2000 General Election ballot. The video of the July 25, 2000 public hearing was replayed on Channel 12 numerous times leading up to the referendum vote. Other examples of the public discussion are:

201 SE 2nd Avenue Suite 201 ■ Gainesville, Florida 32601 ■ Tel. (352) 264-6800 ■ Fax (352) 264-6852
Suncom 651-6800 ■ TDD (352) 491-4430
Home Page: *www.environment.alachua.fl.us*
An Equal Opportunity Employer M.F.V.D.

RECEIVED
SEP 29 2005
COUNTY MANAGER'S OFFICE

(a) Since the program was staffed, it has been foremost in the public discourse because it is a priority principle of the staff. An annual program budget authorization requests have included an allocation from the General Fund for property management.

(b) The Land Conservation Advisory Committee (LCAC) was established by the County to report on the design, funding and implementation of a conservation program. Over a series of 15 public meetings between November 1999 and September 2000, the LCAC developed the criteria that would become the Land Conservation Matrix and the referendum language. Notable are these two points: In developing the site evaluation matrix, they discussed a criterion that addresses the cost to the County for managing the proposed property. Second, the proposed referendum language that was ultimately adopted and used states that the Program is to "...improve, and manage environmentally significant lands..."

(c) Many public officials and private individuals who campaigned on behalf of Alachua County Forever said it was discussed with the public in response to questions.

(d) The campaign literature stated "[u]p to 10 percent of the bonds may be used for initial management, including public access." While there is no reference to ongoing maintenance, early discussions about legal restrictions on use of bond proceeds clearly showed that they could not be used for recurring O&M.

(e) The current Matrix contains a criterion which requires that the O&M cost be part of the evaluation and it is addressed at every Land Conservation Board meeting, and it is a part of every site evaluation included in BoCC agenda items.

(f) County staff is very aware of their responsibility for full disclosure and information regarding property management has been provided to the County Commission with every request for approval of Acquisition List projects or purchase contracts.

(2) It is clear that the Program is to purchase property to protect conservation values and to provide resource-based recreation. These values will be lost if the property is not managed. It is analogous to any other public asset such as a vehicle, a Courthouse or road network: without care and maintenance, the asset falls out of its useful condition and the acquisition funds are wasted. In the case of Alachua County Forever, it may mean a violation of the bond covenants if the conservation values purchased with those Bond Proceeds were lost through neglect. Similarly, to maintain the public use purpose, the asset needs to be operated. Operations and Maintenance requires funding.

Having established that the Bonds cannot be used to pay for O&M but O&M is necessary, the issue returns to how to fund the O&M. Alternatives include:

(a) Grants. It is staff's experience that there are limited external funding for site management. Those that exist will be pursued more vigorously as the Program matures and the priorities shift from acquisition to stewardship.

(b) Partnerships. Alachua County has negotiated a stewardship partnership for 3 of the 4 acquisitions to date: Cofrin Nature Park (City of Gainesville); Lochloosa Flatwoods Reserve (St. John's River Water Management District); and Newnans Lake Addition (St. John's River Water Management District). The savings to the General Fund are approximately $53,000 for line item costs (exotic control, trail maintenance etc.). These estimates provided by the St. John's River Water Management District and the City of Gainesville. The District's estimates do not include the salary costs of their fulltime crews. A four-person County crew doing

the equivalent work would cost about $150,000 per year not including their equipment. So at a minimum, we are saving $200,000 per year with these partnerships.

(c) Ad valorem tax. The voters approved a 20-year, 0.25 mill ad-valorem tax to fund the Alachua County Forever Bond series. The amount needed to pay the principle and interest is static each year. The County's increasing tax base means more revenue is being generated by the levy creating a "surplus" which is used to pay off the Bond principle early. Any of the levy not directed toward the principle and used for funding O&M would count against the County's 10-mill statutory cap. ACF staff has explored with the County Finance Team the option of re-dedicating a small portion of the levy (0.01 mill) towards O&M. The approximately $70,000 thereby raised each year would take this obligation from the General Fund and put it back on the approved millage. The Finance Team opposed the idea as it would bring Alachua County closer to the statutory cap. The County Attorney has suggested that there may also be legal restrictions on the use of these funds. Brevard County has used its "surplus" levy in this manner.

(d) Mitigation Banks. A new and interesting option being explored by land management agencies is the use of these public lands as "banks" from which development credit could be issued to promote development in specific geographic areas. Conceptually, a developer would file an application to develop raw land. As a part of the development review, the impact on the site's natural resources in terms of quantity and quality would be calculated. Based on a pre-determined rate calculation, these impacts can be translated into a dollar value. The existing restoration and O&M costs of preservation lands owned by the County are also known, and a virtual land bank of development credits can be established in each property depending on its stewardship need. Using the value of the mitigation impacts calculated earlier, an equal amount of stewardship obligation can be underwritten by the developer until each bank is fully allocated. The developer benefits by having a simple financial impact that is a one-time cost which is predictable. The County benefits by having its public lands managed and accessible.

(e) General Fund. Each year, the County is asked to choose between worthy community needs for funding from the General Fund. Staff expects to weather lean years and enjoy flush years where the property can truly reach its full conservation, education and recreation potential. Currently staff requests O&M funds from the General Fund. Current allocation is $30,537. This amount may be expected to grow as additional sites are purchased. Note that while the Internal Revenue Code prohibits using Bond Proceeds for ongoing or recurring expenses, initial capital improvements may be funded from the 10% set-aside from the Bond Proceeds.

ACF staff is committed to making the land stewardship sustainable. We have been working on an overarching Stewardship Strategy that will guide the County's care of these lands. A major section of this Strategy is funding development. It will explore additional options not presented in this memo. Staff is looking forward to finalizing this Strategy and beginning to implement its principles and practices.

I am encouraged that the Commission is discussing this important issue and am ready to provide any assistance needed. Please contact me at rpbuch@alachua.fl.us or at 264-6804 if you should require any additional information or clarification.

10 ex 3

Alachua County
Environmental Protection Department

Chris Bird, *Director*

February 17, 2006

MEMORANDUM

To: Alachua County Board of County Commissioners

Via: Randall H. Reid, County Manager

Via: Chris Bird, Director, Environmental Protection Department CB

Via: Ramesh P. Buch, Program Manager, Alachua County Forever RPB

From: Sandra Vardaman, Land Conservation Biologist, Alachua County Forever

Subject: Alachua County Forever Land Management Funding Strategy

Executive Summary:

This memo expands on a September 28th, 2005, memo to the Board of County Commissioners regarding the Alachua County Forever Stewardship funding strategy, including ways to reduce the general fund dollars necessary for stewardship. The ACF program has acquired approximately 5,655 acres of conservation lands. Of these, just over half are managed by partner agencies. The remaining +/-2,670 acres will be managed by the Alachua County Forever Program (ACF). ACF staff continually seeks creative ways to fund stewardship and minimize the general fund dollars necessary for stewardship.

The ACF stewardship strategy combines grants, volunteers, partnerships, interim agricultural activities, timber sales, prescribed burning, community service workers and inmate labor, donations and restoration projects resulting from mitigation or the resolution of violations to accomplish stewardship activities, such as, land management, invasive species control, restoration of natural areas and hydrological regimes, wildlife monitoring, fire management, public access, passive recreation, site security and recurring site maintenance.

Policy 6.6.11 of the Comprehensive Plan, Chapter 36 of the Alachua County Code, and in the ACF guiding principles adopted by the BoCC after the January 14th, 2002, workshop, the BoCC acknowledged that the County will provide for ongoing land management of acquired properties. If it is the goal of the BoCC to remove or limit the ACF stewardship funding received from the general fund reserves, the BoCC should consider alternatives to meet this obligation such as a conservation lands impact fee, and/or appropriating that portion of the voter approved 0.25 mill ad-valorem revenue not used for bond debt service for the ACF bonds for funding stewardship.

Purpose:

The purpose of this memo is to outline the Alachua County Forever stewardship funding strategy, including ways to reduce the amount of general fund dollars necessary for management. This memo builds on a previous memo from the Alachua County Forever Program to the Board of County Commissioners dated September 28, 2005.

Background:

The Alachua County Forever Program (ACF) was approved through a referendum passed by 62.5% of Alachua County voters on November 7th, 2000, which asked "Shall Alachua County be authorized to issue bonds to acquire, improve and manage environmentally significant lands to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation in one or more series not exceeding a total principal amount of $29,000,000 payable from an annual ad-valorem tax not exceeding one-quarter of one mill maturing not later than 20 years and bearing interest at a rate not exceeding the maximum legal rate."

Alachua County Code Chapter 36 Land Conservation Program, Sec. 36.06; states "Up to ten percent of the proceeds of these bonds may be used for initial land management and providing public access to the properties. The County and property co-owners will provide for ongoing land management of acquired properties."

Alachua County Comprehensive Plan 2001-2020, Conservation and Open Space Element, Land Conservation Program, Management, Policy 6.6.11 states "The County shall provide continued funding for ongoing operation and maintenance costs associated with County-owned lands."

On January 14th, 2002, the Alachua County Board of County Commissioners (BoCC) held a workshop to develop guidance for land conservation project selection, financing and stewardship under the Alachua County Forever program. At this meeting the BoCC adopted the following guiding principles relating to stewardship:

-"The BoCC is aware that there are long term stewardship costs associated with projects selected but no funding source other than the General Fund Reserves has been identified. To minimize stewardship expenses while the Program is in this initial acquisition phase, staff will use a strategy of "no loss of conservation values" stewardship. The initial stewardship program will reflect this strategy. As the program matures and other funding sources materialize, the stewardship program may be enhanced. "

-"Any stewardship of ACF sites shall be consistent with the ACF's primary goal of preserving, restoring and enhancing environmental values. A stewardship plan will be developed within 12 months of acquisition and made available for public comment prior to BoCC approval."

Discussion:

The challenge for long-term stewardship of preserve lands is to develop effective policies and procedures to implement and finance stewardship objectives. Alachua County Forever preserves require a variety of stewardship actions that include provisions for public access, passive recreation, environmental education, land management, site security, and recurring site maintenance. Control of invasive exotic species, fire management, restoration of natural hydrological regimes, endangered species monitoring, and a variety of other land management issues must be considered long-term responsibilities. Without a commitment to stewardship of ACF preserves, the County will not be able to maintain the investment the citizens made in their

conservation lands and the citizens will not reap the quality of life benefits that these properties can provide.

As of February 17, 2006, the Alachua County Forever (ACF) program has acquired approximately 5,655 acres of conservation lands, with an additional 120 acres under contract and expected to close by the end of March 2006. There is agreement in principle on another 3,700 acres of conservation lands.

Of the 5,775 acres either acquired or about to be acquired by the ACF program, three sites or 3,105 acres are managed by partner agencies. The St. Johns River Water Management District manages the 1,385 acre Longleaf Flatwoods Reserve and the 1,700 acre Newnans Lake Addition. The City of Gainesville manages the County's portion of the Cofrin Nature Park, approximately 20 acres. The remaining 2,670 acres will be managed by the ACF program, plus any additional acreage acquired after March 2006.

Recognizing the limited availability of management funds, the ACF program continually seeks creative ways to fund management. In addition to the portion of the bond proceeds designated for initial land management and providing public access to the properties, each year the Alachua County Forever Program is given a general fund allotment. This funding is extremely important for the ongoing management of the ACF properties and to protect the investment the tax payers of Alachua County made in their environmentally sensitive lands.

In the early phases of the ACF program while the highest priorities revolve around land acquisition, the general fund dollars are instrumental in funding maintenance and basic stop gap management activities that are essential for the protection of resources on ACF properties. As more properties are acquired and acquisition funding is depleted, the programmatic emphasis will shift toward management. The general fund dollars will then fund the ongoing maintenance of the sites, and along with bond funds, provide seed money for leveraging grant funds.

With any management task, staff examines the necessity of performing a particular task on various time horizons, and determines the ecological impact to the resource and the economic impact to the tax payers of not performing this task at a particular time. If waiting to perform a task is predicted to yield a significant decrease in the ecological value of the site and/or a significant increase in the cost of the task, the task becomes a priority. If there is no significant decrease in ecological value or increase in the cost of the task by waiting, the task becomes a lower priority. Additionally the availability of funding is used to determine priorities. Staff is opportunistic; if funding becomes available for a project through a grant, mitigation project or partnership, that project becomes a priority.

Management costs are generally influenced by the size and location of a preserve, level of disturbance, recreational uses and resource needs. Natural areas that are fully developed and can sustain high attendance levels have the largest costs and largest net positive economic impacts on local economies. Small sites, with high volume public use and high levels of restoration are more expensive to manage than large, pristine sites with low levels of public use. ACF has adopted a minimalist approach to site development due to the sensitive nature of the preserves and the anticipated low funding levels. ACF will provide parking areas and hiking trails with some interpretive information. As additional funding becomes available through grants or other sources, the visitor amenities may be enhanced and expanded.

Strategies:

Grants

Multiple strategies are used to accomplish management tasks. Grants will be sought to fund invasive plant control, restoration and development of public use facilities, i.e., trailheads, parking areas and interpretive signage. It should be noted that most grants require some form of matching funds. Staff time and a portion of the general fund allotment or bond proceeds will be used to leverage dollars to accomplish stewardship goals. Examples of grants staff will apply for are the Florida Department of Environmental Protection Bureau of Invasive Plant Management Upland Invasive Plant Removal Funds, Florida Recreation Development Assistance Program, the Office of Greenways and Trails, and Tourist Development Tax grants for public use facilities, Florida Fish and Wildlife Conservation Commission and Division of Forestry for restoration and reforestation grants, Division of Historical Resources archaeological stabilization grants.

Volunteers

Staff has used volunteers to assist with management activities and is working with Risk Management to further define the tasks volunteers are able to perform. While a strong volunteer program can off-set general fund needs, it must be balanced with an increase in the County's liability exposure. Therefore staff continues to work with Risk Management on volunteer appropriate activities. By utilizing license agreements and independent contractor status, individual volunteers may perform tasks like hog trapping, mowing and maintaining trails. Other volunteers have assisted with vegetation and wildlife monitoring. Also, volunteers may assist with trash removal, invasive plant control, native plantings, sign or fence installation, trail maintenance, interpretive material development and grant writing.

If the liability issues can be overcome, staff would like to initiate a Volunteer Ranger program to enhance the security of the preserves. Volunteers will walk trails, assist visitors and report to program staff any incidences that are a threat to public safety or the resources. This program will provide a substantial savings to the general fund because this service is very expensive to contract and time consuming for staff. The presence of Volunteer Rangers will allow staff to direct their efforts to areas with known problems. Additionally the presence of Volunteer Rangers on the sites will help deter inappropriate activities and provide a safer more enjoyable visitor experience.

Partnerships

Staff will pursue partnerships with the University of Florida and other organizations that promote research focused on specific site needs, i.e., control of invasive plant populations, restoration of disturbed areas, monitoring changes in plant or wildlife populations in response to management actions.

Interim Agricultural Activities

Keeping in mind that the purpose of the ACF program is to acquire, improve and manage environmentally sensitive lands, there may be opportunities to off-set management costs and generate revenue from private sector partnerships through interim agricultural activities such as leasing existing pastures, groves or row crop areas to private parties until a restoration plan can be developed, funded and implemented.

Timber Sales

Of the 2,670 acres that are expected to be under ACF management by March 2006, approximately 800 acres are pine plantation. The ACF stewardship strategy is to harvest/thin the planted pines over time, while simultaneously restoring the biodiversity of these areas through prescribed burning, ground cover restoration and replanting site

appropriate pine species. Proceeds from the timber sales will go into the management and restoration of the ACF properties. ACF staff anticipates placing these funds in an interest bearing account which will help augment management funding and reduce the need for General Funds.

Prescribed Burn Program

The implementation of a prescribed burn program is one of the most important and cost effective management activities that can be done on the ACF properties. To this end, ACF staff is working closely with the Alachua County Fire Rescue Department's Wildfire Mitigation Officer to develop and implement a prescribed fire program. Once implemented, the prescribed burn program will reduce dangerous fuel loads thus mitigating the threat of severe wildfires, and encouraging species diversity and healthy natural communities.

Community Service Workers and Inmate Labor

As the ACF program matures and more staff time is available for management, staff will utilize community service workers and inmate labor to accomplish tasks such as installation and maintenance of signs, trails and fences, removal of invasive plants, planting vegetation, and trash removal. The use of community service workers and inmate labor involves a greater commitment of staff time, but is much less expensive than contracting these projects through a private contractor, thus their use will save the County General Fund dollars.

Restoration Needs Book

Staff will develop a binder of unfunded ACF restoration projects that will be provided to agency staff (Alachua County, Water Management District, Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, US army Corp of Engineers, City of Gainesville) for use as potential mitigation or violation resolution projects.

Donations

ACF staff has considered placing "iron rangers" at trailhead facilities to encourage donations to the program, and will readily accept donations of money, services, supplies or equipment from willing parties, provided liability issues can be worked out.

Impact Fees and Ad-valorem Revenue

Other funding options that should be considered by the BoCC are the implementation of a conservation lands impact fee that would provide funds for acquisition and management of conservation lands, and the appropriation of that portion of the voter-approved 0.25 mill ad-valorem revenue not used for bond debt service for either funding 1) management activities until 2020 at which time the bond covenant expires, or 2) establishing an endowment fund for management that would last beyond 2020.

Recognizing the limited availability of management funds, ACF staff continually seeks creative ways to fund management and keep costs down. The stewardship philosophy revolves around a "no net loss of conservation values" unless funding can be obtained from outside sources. The ACF stewardship strategy combines grants, volunteers, partnerships, interim agricultural activities, timber sales, prescribed burning, community service workers and inmate labor, donations and restoration projects resulting from mitigation or the resolution of violations to accomplish stewardship activities. ACF Staff appreciates the support that the BoCC has given to the ACF program, and its interest in the effective and efficient stewardship of the ACF Preserves.

10 Ex 2

Alachua County
Environmental Protection Department

Chris Bird, *Director*

RECEIVED
ALACHUA COUNTY
ENVIRONMENTAL
JAN 12 2006
PROTECTION
DEPARTMENT

MEMORANDUM

Date: September 28, 2005

To: Alachua County Board of County Commissioners

Via: Randall H. Reid, County Manager RHR 1/10/06 Misplaced in transit Response to Commissioners. RHR

Via: Chris Bird, Director, Environmental Protection Department CB

From: Ramesh P. Buch, Program Manager, Alachua County Forever RPB

Subject: Request for information regarding savings to the General Fund by County staff negotiating management partnerships.

Purpose.
The purpose of this memorandum is to provide operational information requested by the Board of County Commissioners. Specifically staff offered to provide information regarding operations and maintenance (O&M) costs of Alachua County Forever-acquired properties and staff's efforts to leverage partnerships to reduce the Programs' dependency on the General Fund in response to Commissioners' concerns.

Background.
For the purpose of this memorandum, staff is addressing the concern by framing it as two questions:
(1) Was the public aware that purchased property would require O&M and that it would not be fully funded by the Bonds?
(2) How is the O&M to be funded?

The staff responses are detailed in the Discussion section below.

Discussion.
(1) The fact that Alachua County Forever bond revenues could not be used to fund recurring land management costs was publicly explained on several occasions, beginning with the staff presentation at the July 25, 2000 public hearing in which in the Board of County Commissioners (BoCC) voted unanimously to place the bond referendum on the November 7, 2000 General Election ballot. The video of the July 25, 2000 public hearing was replayed on Channel 12 numerous times leading up to the referendum vote. Other examples of the public discussion are:

201 SE 2nd Avenue Suite 201 ■ Gainesville, Florida 32601 ■ Tel. (352) 264-6800 ■ Fax (352) 264-6852
Suncom 651-6800 ■ TDD (352) 491-4430
Home Page: *www.environment.alachua.fl.us*
An Equal Opportunity Employer M.F.V.D.

RECEIVED
SEP 29 2005
COUNTY MANAGER'S OFFICE

(a) Since the program was staffed, it has been foremost in the public discourse because it is a priority principle of the staff. An annual program budget authorization requests have included an allocation from the General Fund for property management.

(b) The Land Conservation Advisory Committee (LCAC) was established by the County to report on the design, funding and implementation of a conservation program. Over a series of 15 public meetings between November 1999 and September 2000, the LCAC developed the criteria that would become the Land Conservation Matrix and the referendum language. Notable are these two points: In developing the site evaluation matrix, they discussed a criterion that addresses the cost to the County for managing the proposed property. Second, the proposed referendum language that was ultimately adopted and used states that the Program is to "...improve, and manage environmentally significant lands..."

(c) Many public officials and private individuals who campaigned on behalf of Alachua County Forever said it was discussed with the public in response to questions.

(d) The campaign literature stated "[u]p to 10 percent of the bonds may be used for initial management, including public access." While there is no reference to ongoing maintenance, early discussions about legal restrictions on use of bond proceeds clearly showed that they could not be used for recurring O&M.

(e) The current Matrix contains a criterion which requires that the O&M cost be part of the evaluation and it is addressed at every Land Conservation Board meeting, and it is a part of every site evaluation included in BoCC agenda items.

(f) County staff is very aware of their responsibility for full disclosure and information regarding property management has been provided to the County Commission with every request for approval of Acquisition List projects or purchase contracts.

(2) It is clear that the Program is to purchase property to protect conservation values and to provide resource-based recreation. These values will be lost if the property is not managed. It is analogous to any other public asset such as a vehicle, a Courthouse or road network: without care and maintenance, the asset falls out of its useful condition and the acquisition funds are wasted. In the case of Alachua County Forever, it may mean a violation of the bond covenants if the conservation values purchased with those Bond Proceeds were lost through neglect. Similarly, to maintain the public use purpose, the asset needs to be operated. Operations and Maintenance requires funding.

Having established that the Bonds cannot be used to pay for O&M but O&M is necessary, the issue returns to how to fund the O&M. Alternatives include:

(a) Grants. It is staff's experience that there are limited external funding for site management. Those that exist will be pursued more vigorously as the Program matures and the priorities shift from acquisition to stewardship.

(b) Partnerships. Alachua County has negotiated a stewardship partnership for 3 of the 4 acquisitions to date: Cofrin Nature Park (City of Gainesville); Lochloosa Flatwoods Reserve (St. John's River Water Management District); and Newnans Lake Addition (St. John's River Water Management District). The savings to the General Fund are approximately $53,000 for line item costs (exotic control, trail maintenance etc.). These estimates provided by the St. John's River Water Management District and the City of Gainesville. The District's estimates do not include the salary costs of their fulltime crews. A four-person County crew doing

the equivalent work would cost about $150,000 per year not including their equipment. So at a minimum, we are saving $200,000 per year with these partnerships.

(c) Ad valorem tax. The voters approved a 20-year, 0.25 mill ad-valorem tax to fund the Alachua County Forever Bond series. The amount needed to pay the principle and interest is static each year. The County's increasing tax base means more revenue is being generated by the levy creating a "surplus" which is used to pay off the Bond principle early. Any of the levy not directed toward the principle and used for funding O&M would count against the County's 10-mill statutory cap. ACF staff has explored with the County Finance Team the option of re-dedicating a small portion of the levy (0.01 mill) towards O&M. The approximately $70,000 thereby raised each year would take this obligation from the General Fund and put it back on the approved millage. The Finance Team opposed the idea as it would bring Alachua County closer to the statutory cap. The County Attorney has suggested that there may also be legal restrictions on the use of these funds. Brevard County has used its "surplus" levy in this manner.

(d) Mitigation Banks. A new and interesting option being explored by land management agencies is the use of these public lands as "banks" from which development credit could be issued to promote development in specific geographic areas. Conceptually, a developer would file an application to develop raw land. As a part of the development review, the impact on the site's natural resources in terms of quantity and quality would be calculated. Based on a pre-determined rate calculation, these impacts can be translated into a dollar value. The existing restoration and O&M costs of preservation lands owned by the County are also known, and a virtual land bank of development credits can be established in each property depending on its stewardship need. Using the value of the mitigation impacts calculated earlier, an equal amount of stewardship obligation can be underwritten by the developer until each bank is fully allocated. The developer benefits by having a simple financial impact that is a one-time cost which is predictable. The County benefits by having its public lands managed and accessible.

(e) General Fund. Each year, the County is asked to choose between worthy community needs for funding from the General Fund. Staff expects to weather lean years and enjoy flush years where the property can truly reach its full conservation, education and recreation potential. Currently staff requests O&M funds from the General Fund. Current allocation is $30,537. This amount may be expected to grow as additional sites are purchased. Note that while the Internal Revenue Code prohibits using Bond Proceeds for ongoing or recurring expenses, initial capital improvements may be funded from the 10% set-aside from the Bond Proceeds.

ACF staff is committed to making the land stewardship sustainable. We have been working on an overarching Stewardship Strategy that will guide the County's care of these lands. A major section of this Strategy is funding development. It will explore additional options not presented in this memo. Staff is looking forward to finalizing this Strategy and beginning to implement its principles and practices.

I am encouraged that the Commission is discussing this important issue and am ready to provide any assistance needed. Please contact me at rpbuch@alachua.fl.us or at 264-6804 if you should require any additional information or clarification.

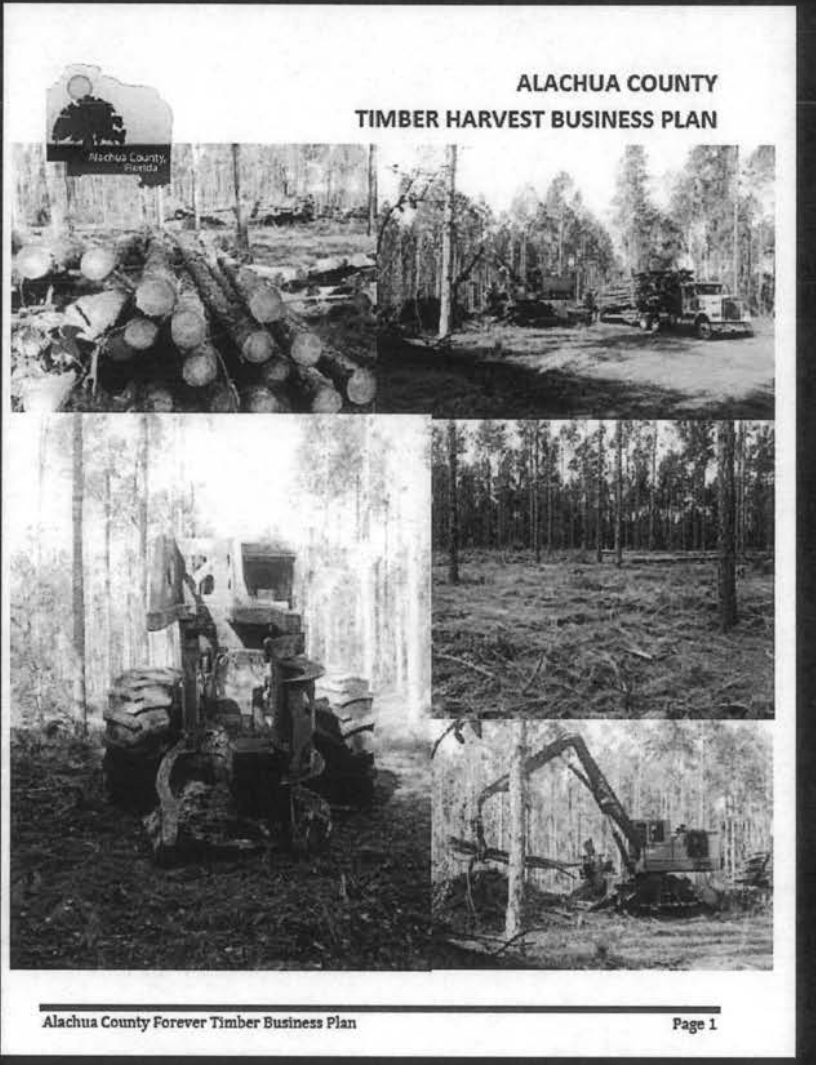
Alachua County Forever

Timber Harvesting Business Plan

June 28, 2011

Purpose of the Plan

- Articulate timber harvesting principles
- Describe common harvest practices
- Recommend sound business practices
- Identify timber stands to harvest, estimate their product classes, economic value, and projected harvest schedule



Part of a Stewardship Strategy

*"To acquire, protect and **manage** environmentally significant lands, to protect water quality and wildlife habitat, and provide areas for low-impact, resource-based recreation."*

Larry Korhnak

Kristin Grace

Mac Stone

Part of a Stewardship Strategy

- Non-native Invasive Control
- Planting Natives
- Forestry
- Prescribed Fire
- Solid Waste Removal
- Map Making
- Coordinating Volunteers
- Grant Writing
- Infrastructure Development

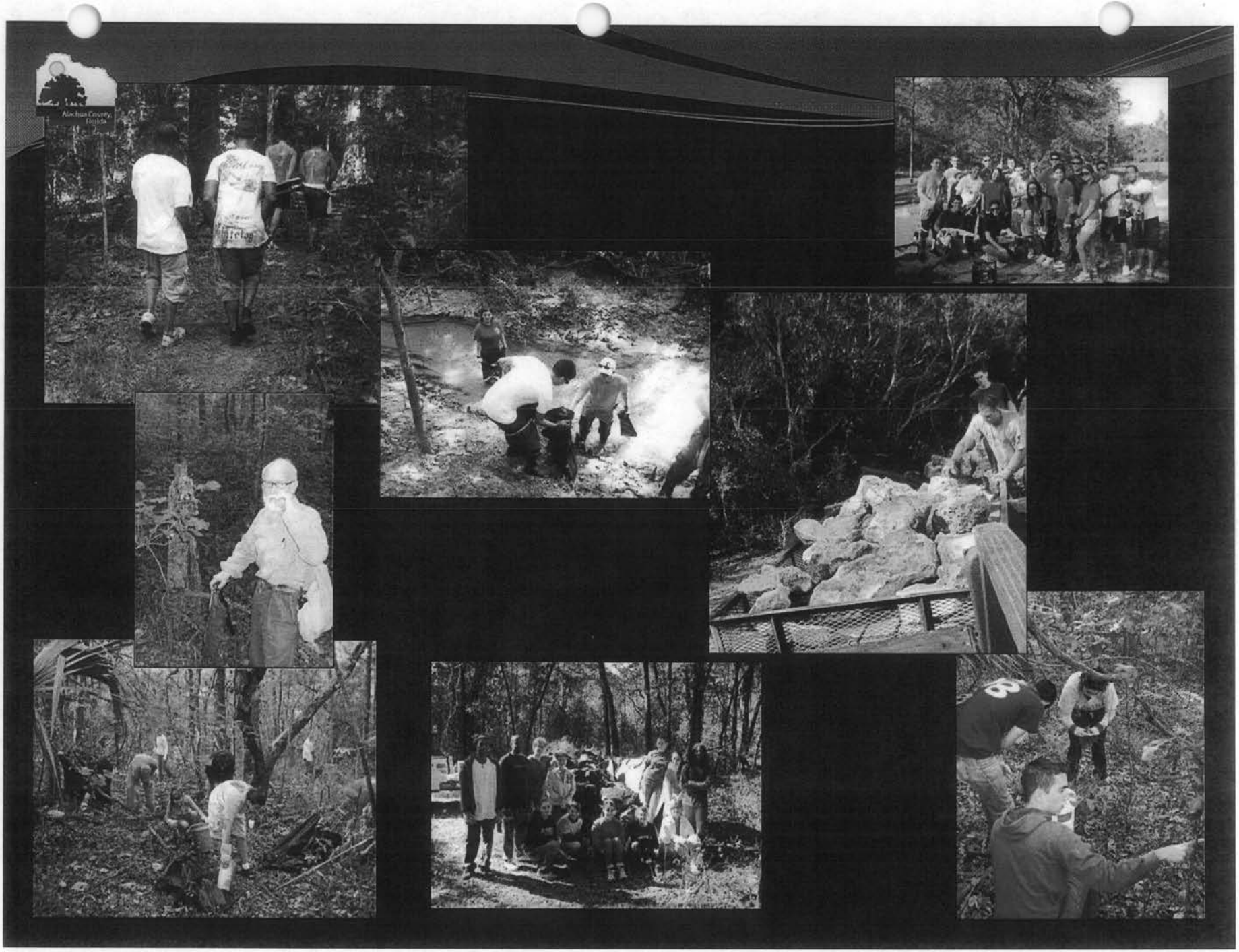
Part of a Stewardship Strategy

Basic Ingredients Required:

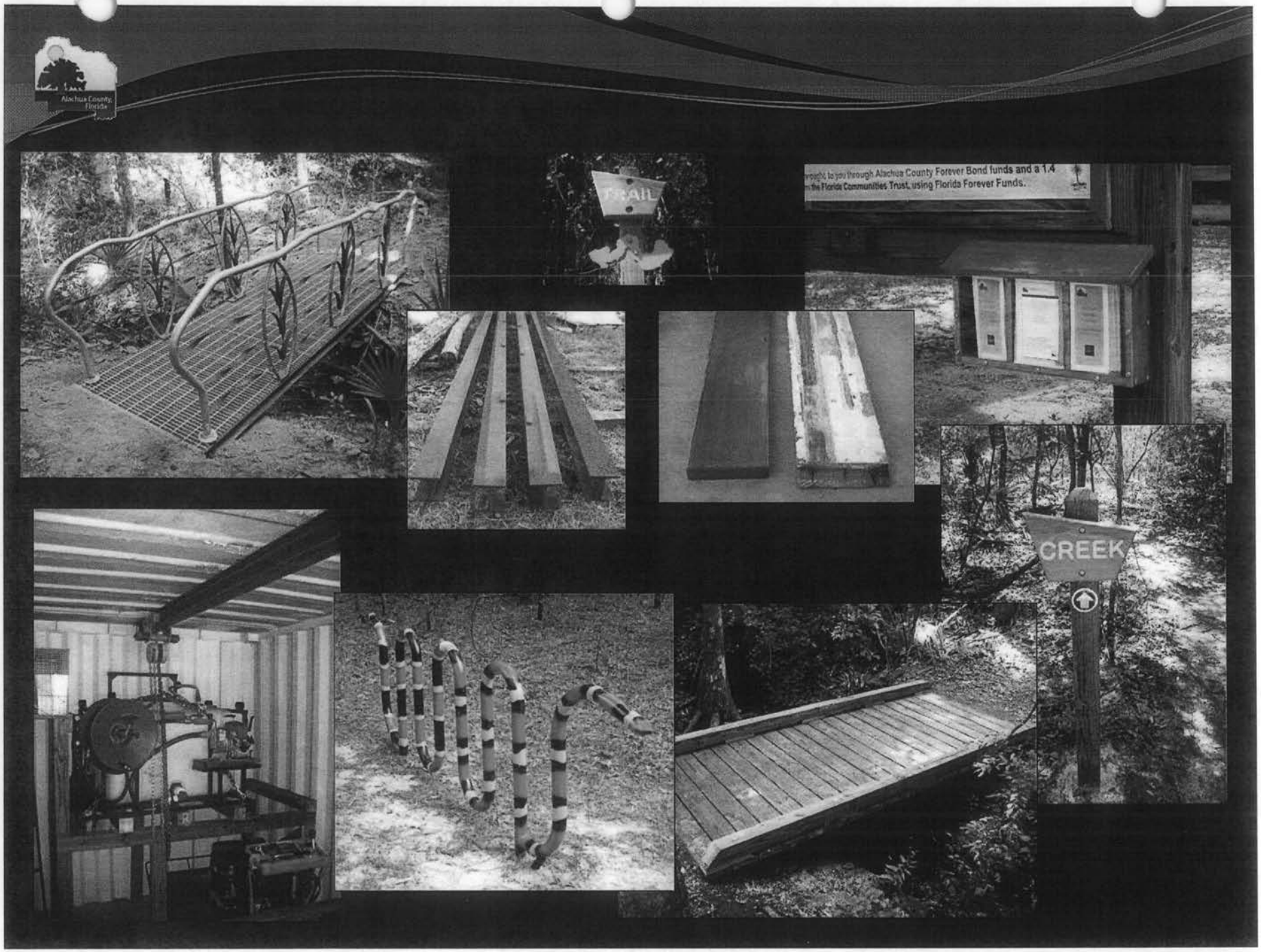
- People
- Materials
- Partnerships

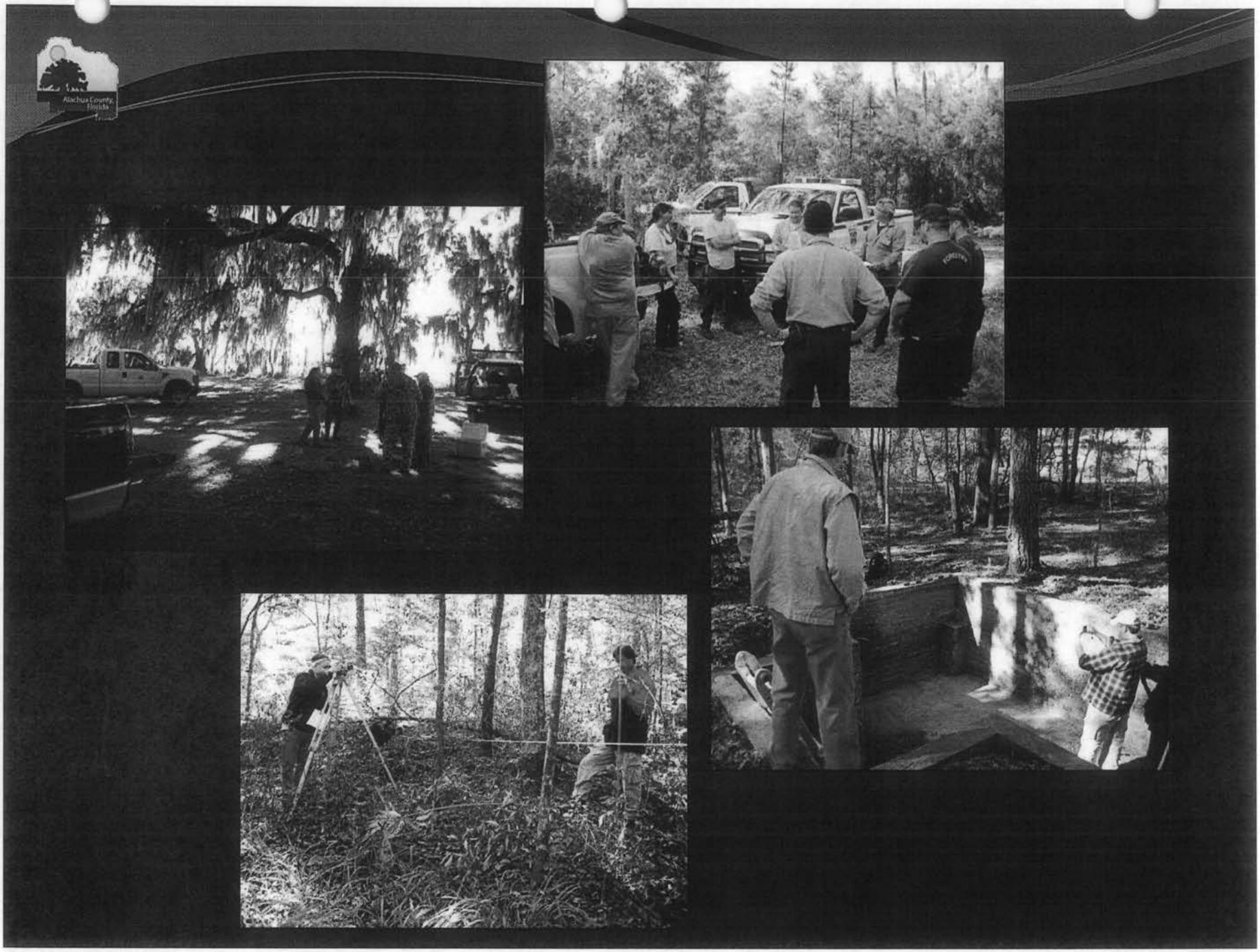
Results (since FY08)

- $380,049 offset
- $610,648 partner
- $990,697 total


Alachua County
Florida

Alachua County, Florida


Alachua County, Florida
TRAIL
through Alachua County Forever Bond funds and a 1.4
the Florida Communities Trust, using Florida Forever Funds.
CREEK


Alachua County, Florida

Benefits of Thinning

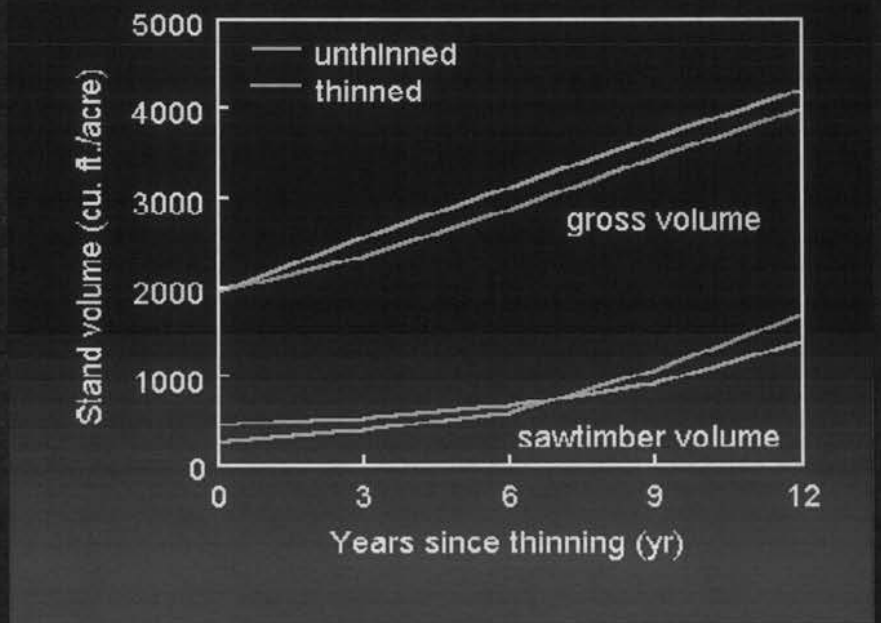
- Enhance habitat
- Enhance species diversity
- Restore hydrology
- Reduce wildfire impact
- Enhance recreational opportunities
- Enhance aesthetic values

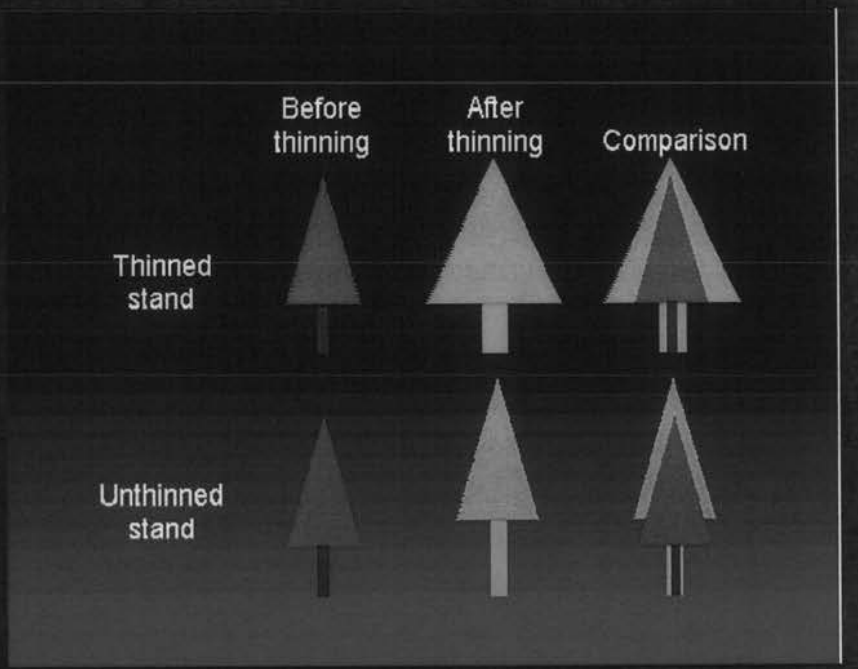
Before Thinning

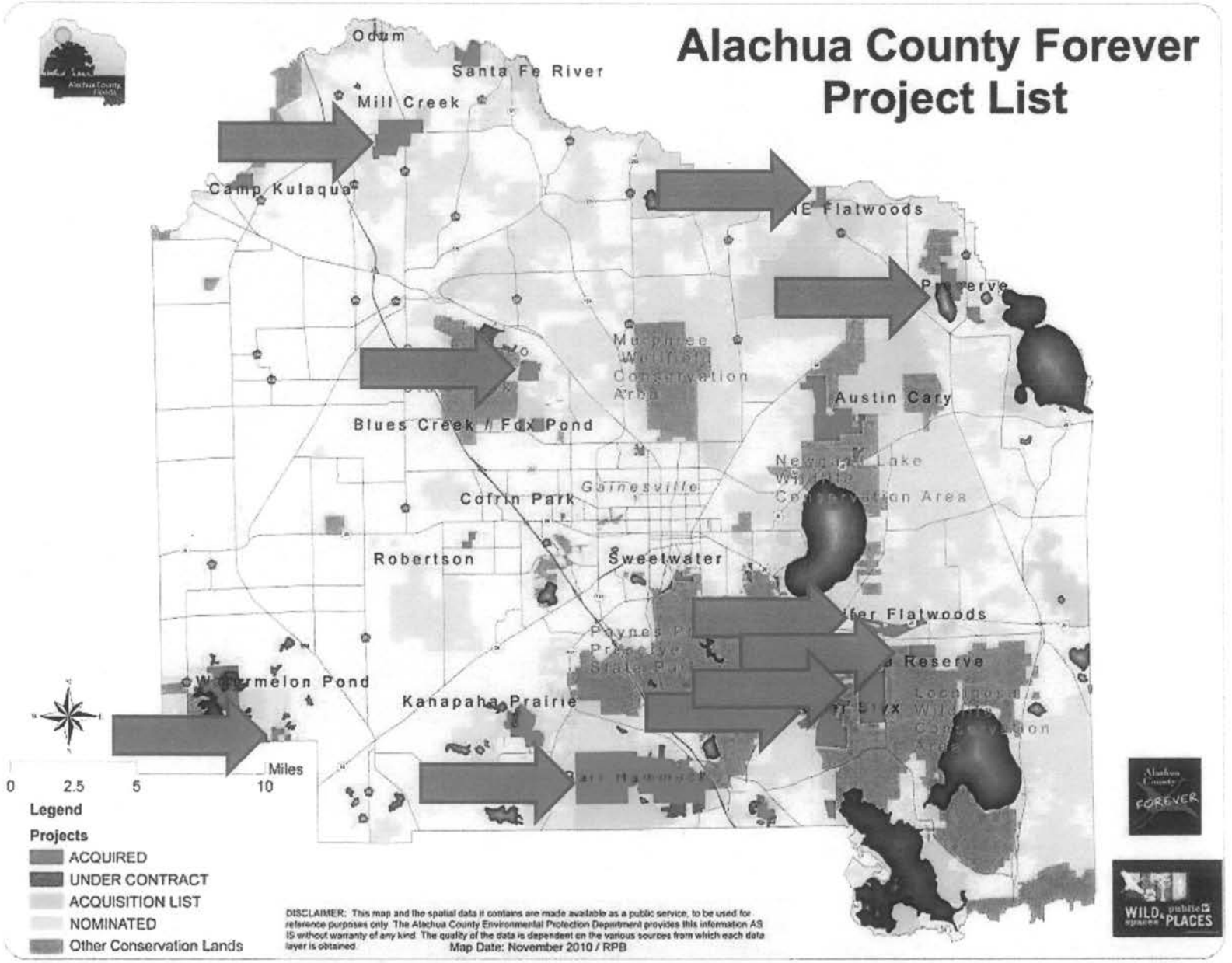
After Thinning

Benefits of Thinning

- Enhance economic value of stand
- Provide supplemental revenue

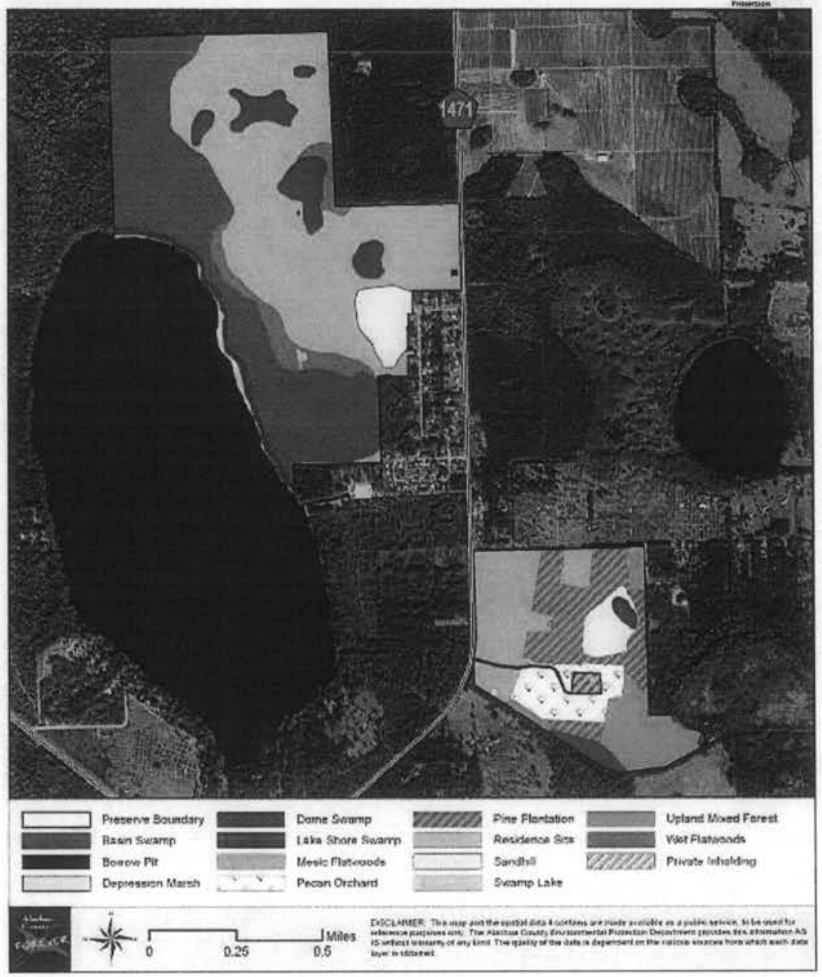





Alachua County Forever
Project List
Odum
Santa Fe River
Mill Creek
Camp Kulaqua
Blues Creek / Fox Pond
Cofrin Park
Robertson
Sweetwater
Austin Cary
Kanapaha Prairie
Gainesville
0 2.5 5 10
Miles
Legend
Projects
ACQUIRED
UNDER CONTRACT
ACQUISITION LIST
NOMINATED
Other Conservation Lands
DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.
Map Date: November 2010 / RPB
FOREVER
WILD spaces public PLACES

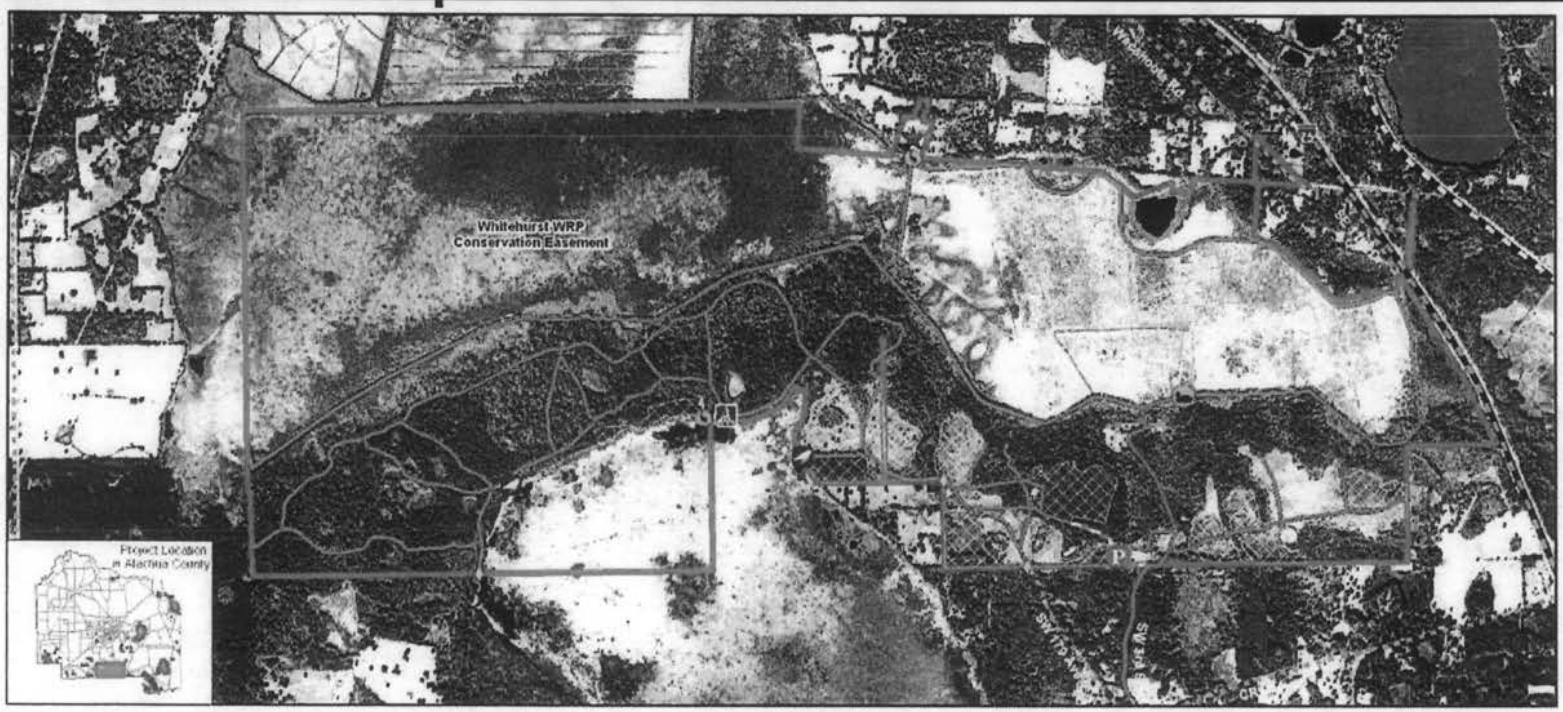
Lake Alto Preserve

Exhibit C: Lake Alto Preserve - Natural Communities Map



LAP Timber Harvest

Barr Hammock



Legend

Existing Improvements

- Gate
- Roads & Trails
- Access Easement
- Utility Easement
- Hunt Camp
- Pine Plantation

Proposed Improvements

- Bench Swing Overlook
- Footbridge
- Landscaped Overlook
- Parking Lot/ Trailhead Facility
- Scenic Observation Platform
- Scenic Overlook
- Teatherball Court / Horseshoe Pit
- Paved Access Road
- New Road

- Barr Hammock Preserve

Roads

- Interstate
- U.S. Road
- Roads

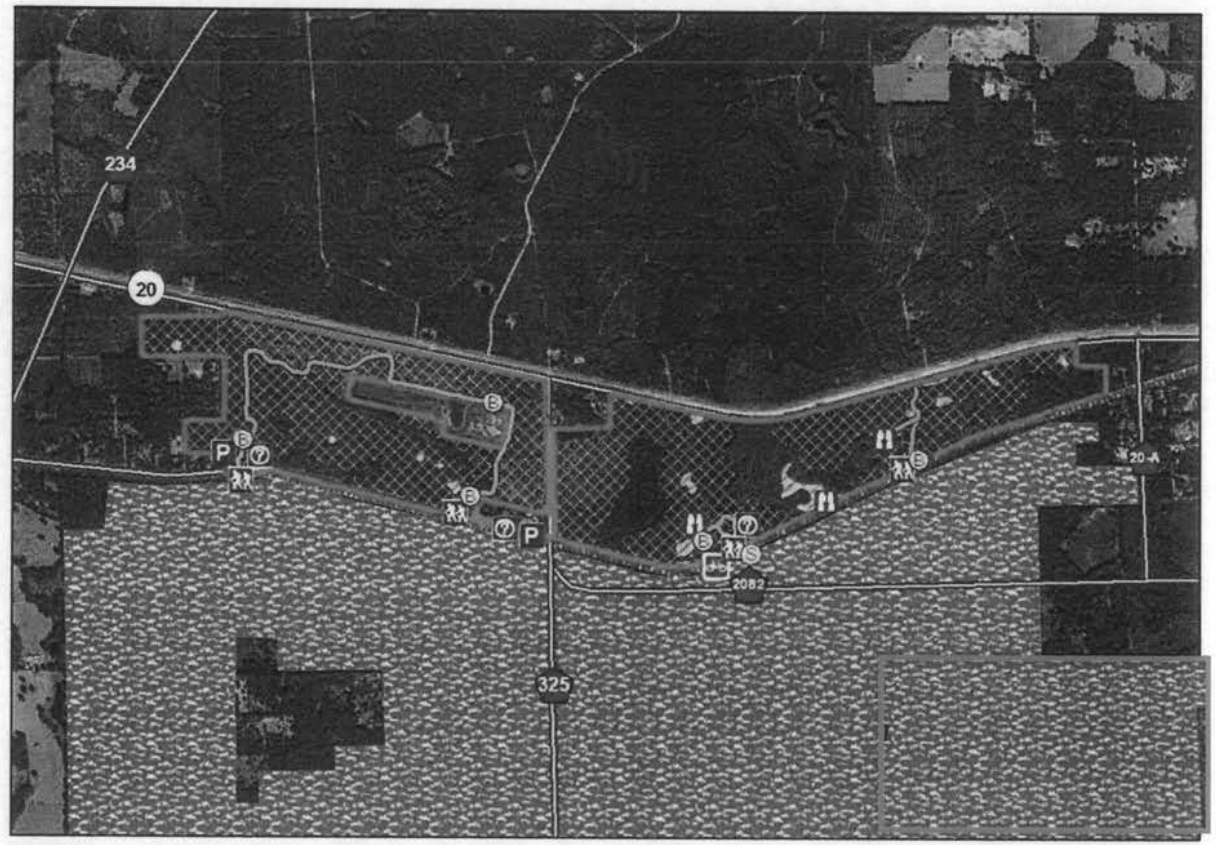
0 1 2 3

Miles

Alachua County Forever
Barr Hammock Preserve
Management Plan

Phifer Flatwoods Preserve

Exhibit J- Phifer Flatwoods Preserve Site Plan



Alachua County, Florida

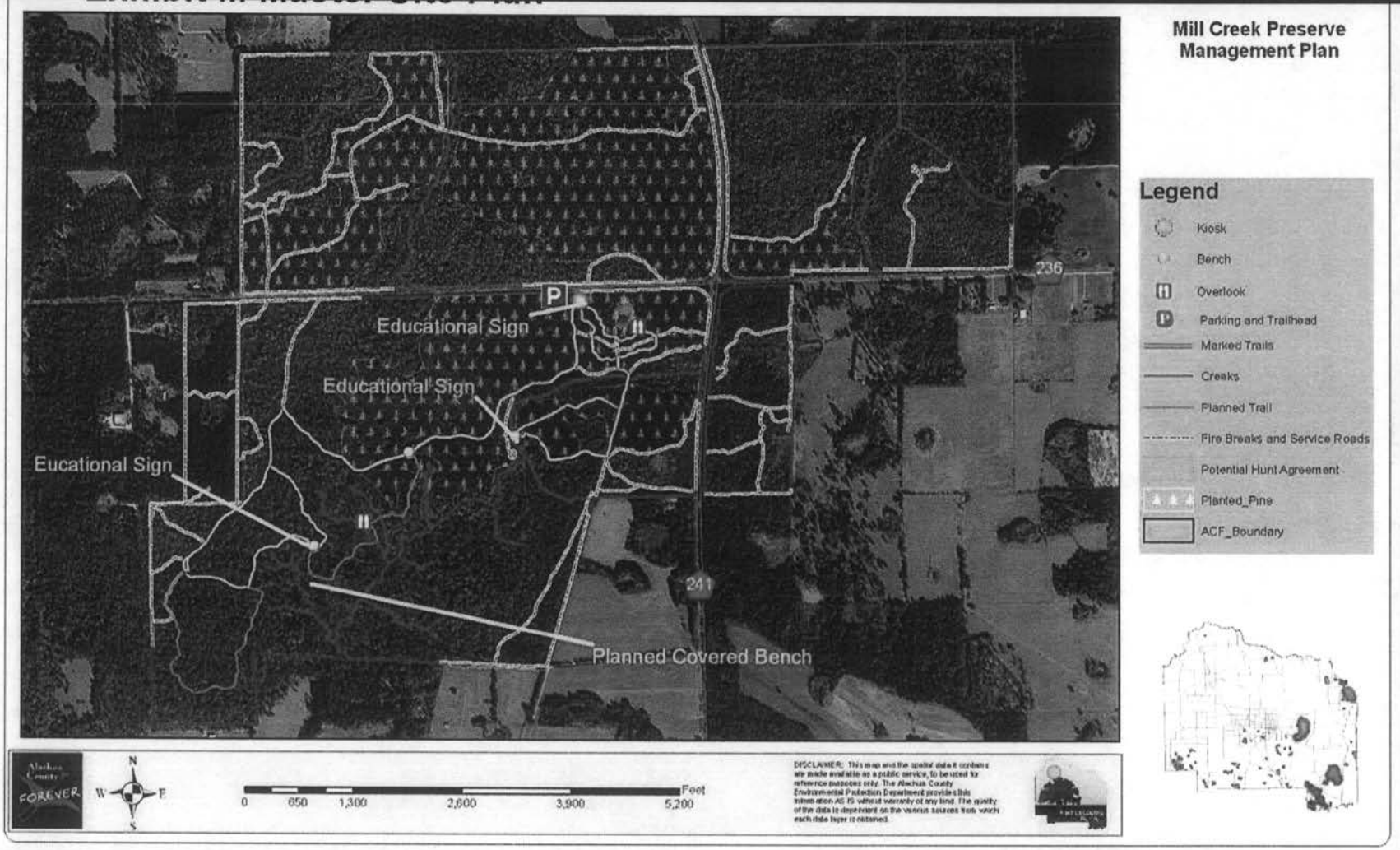
- Phifer Flatwoods Preserve
- Upland Restoration Areas
- Wetland Restoration Areas
- Trailhead
- Kiosk
- Trails
- Bench
- Bench Swing
- Bike Rack
- Observation Platform
- Parking
- Gainesville - Hawthorne Trail
- Conservation Lands
- Major Roads

Alachua County FOREVER

0 0.5 1
Miles

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Mill Creek

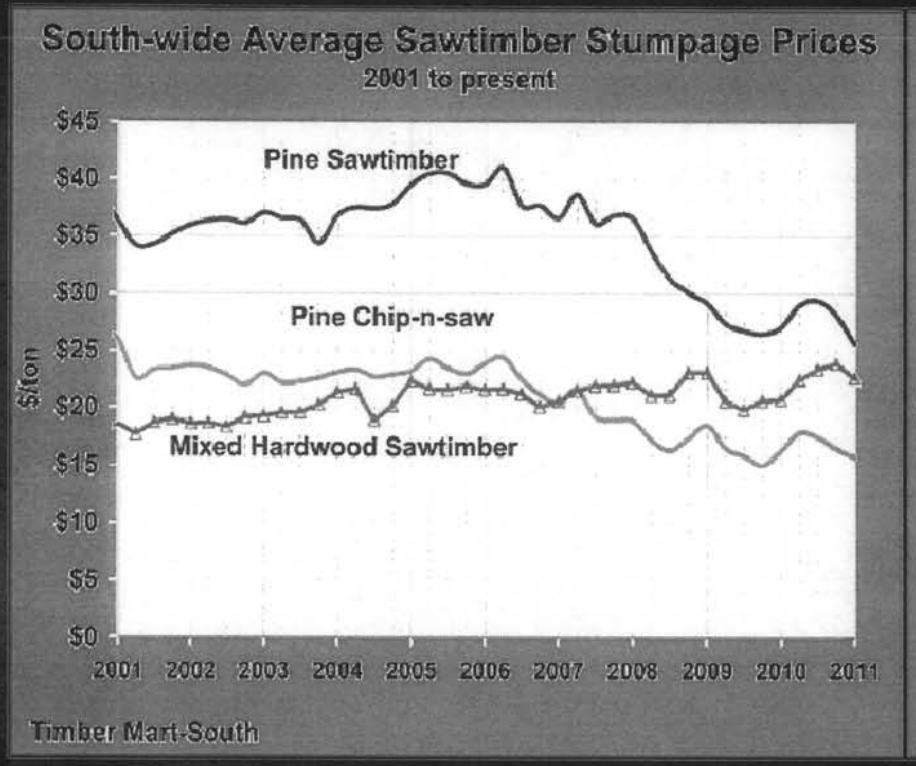

Mill Creek Preserve
Management Plan
Legend
Kiosk
Bench
Overlook
Parking and Trailhead
Marked Trails
Creeks
Planned Trail
Fire Breaks and Service Roads
Potential Hunt Agreement
Planted_Pine
ACF_Boundary
Educational Sign
Educational Sign
Eucational Sign
Planned Covered Bench
236
241
P
N
W
E
S
0
650
1,300
2,600
3,900
5,200
Feet
DISCLAIMER: This map and the spatial data it contains
are made available as a public service, to be used for
reference purposes only. The Alachua County
Environmental Protection Department provide this
information AS IS without warranty of any kind. The quality
of the data is dependent on the various sources from which
each data layer is obtained.

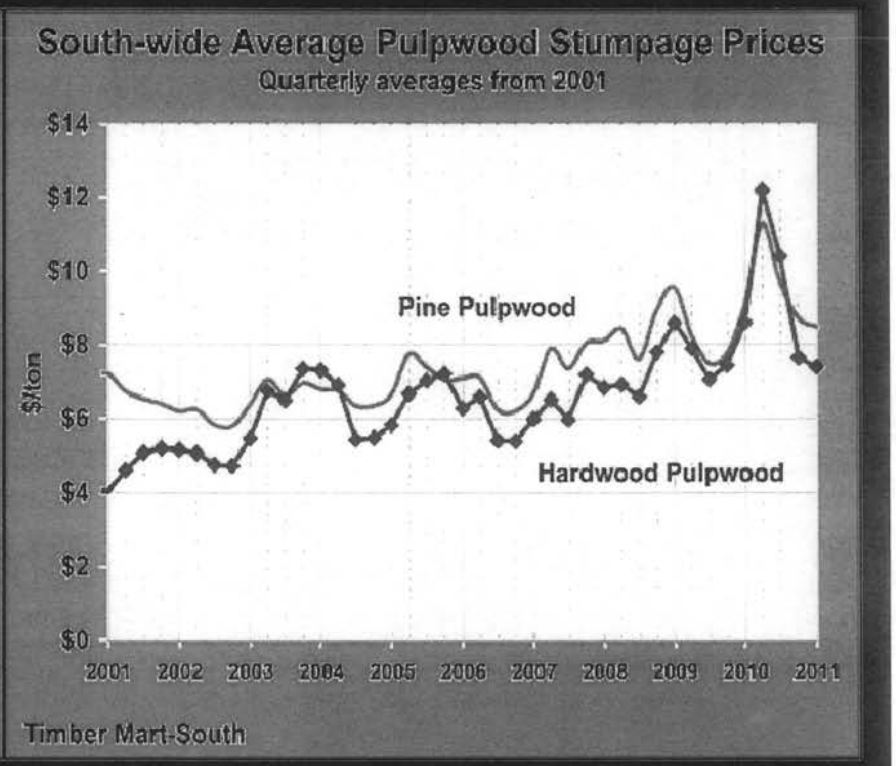
Stand Thinning Schedule

Preserve	Stand Acres	Year Planted	Proposed First Thinning	Treatment at Time of Planting
Phifer	203	1991	2011	Intensive
Phifer	82	1996	2011	Intensive
Phifer	28	1998	2013	Intensive
Mill Creek	468	1998	2013	Intensive
Phifer	60	1999	2014	Intensive
Phifer	18	2001	2016	Intensive
Barr Hammock	48	2001	2016	Intensive
Barr Hammock	105	2002	2017	Intensive
Barr Hammock	72	2003	2018	Intensive
Barr Hammock	111	2005	2020	Intensive
	1,195			

Note: as additional data is gathered from other ACF sites and analyzed, this table and table 2 below will be amended to include their optimal harvesting windows and revenue projections.

Timber Commodity Prices





Estimated Revenue Projection

Preserve	Acres	Year to Thin	Harvest Volume (tons)		Projected Revenue
			Pulpwood	Chip-n-Saw	
Phifer	203	2011	3,166	559	$35,202
Phifer	82	2011	1,279	226	$14,223
Phifer	28	2013	437	77	$4,857
Mill Creek	468	2013	7,299	1,288	$81,147
Phifer	60	2014	936	165	$10,404
Phifer	18	2016	281	50	$3,129
Barr Hammock	48	2016	749	132	$8,325
Barr Hammock	105	2017	1,638	289	$18,210
Barr Hammock	72	2018	1,123	198	$12,483
Barr Hammock	111	2020	1,731	305	$19,239
Total Revenue					*$207,219*

Salvage Cuts

- Depending on the management objectives for the stand, salvage cutting may be recommended in some instances following a catastrophic disturbance.

- These events change the fuel load and structure of the forest that historically would have been able to recover over long periods of time.

- Today, fragmented landscapes require our intervention if the resource values are to be maintained – or if the economic values of the stand or our neighbor's stands are to be protected.

- Salvage cuts would NOT be conducted in a hardwood forest that was damaged by a windstorm. The ecology of this climax-type forest allows that system to recover from a natural disturbance without removing dead and downed wood.

- It is important for the County to have at the ready, a contractor which can rapidly respond to calls for salvage cuts and take advantage of any market for this distressed wood.

Policy Directives

The Board of County Commissioners recognizes that:

1. The Board of County Commissioners recognizes that a well-managed forest contributes to the community's quality of life by protecting and enhancing wildlife habitats, protecting water resources and providing natural areas suitable for resource-based recreation.
2. The Board of County Commissioners recognizes that harvesting certain stands of timber can be one of the tools to manage a forest.
3. The Board of County Commissioners recognizes that timber harvested is a commodity, has economic value subject to market forces, and directs that it should be sold at market value.
4. The Board of County Commissioners recognizes it is beneficial for the County to re-invest the harvest revenue to manage the Alachua County Forever portfolio of preserves and directs that these timber funds supplement existing core funding to plan for, provide and enhance the sites' capital improvements.
5. The Board of County Commissioners recognizes that this initial Business Plan will be amended to address available economic opportunities, changes in market dynamics or timber stand age, or to adapt to operations that alter stand composition, Acts of God including beetle outbreaks, windstorm and wildfire. The Board therefore directs staff to revise this Plan as necessary to reflect these changes. Those revisions will be described in the annual workplans for the portfolio and incorporated in the revision to this Plan. Normal market variations affecting stand choice and revenue receipts do not merit revisions to this Plan.

June 28, 2011 Regular BoCC Meeting
Agenda Item #11

Title
Elimination Senior Environmental Specialist positions in the EPD Petroleum Management Program (Amended)

Amount
$29,376 FY11 Budget

Description
Request Approval of the Elimination of two (2) FTE Senior Environmental Specialist positions in the EPD Petroleum Management program is requested due to significant reductions in FY12 State Florida Department of Environmental Protection (FDEP) Contract Funding for the Petroleum Clean-Up and Tanks Compliance contracts effective July 1, 2011. One (1) FTE Senior Environmental Specialist is currently a vacant position and one(1) FTE Senior Environmental Specialist is currently a filled staff position.

Recommendation
Approval is requested for the elimination of two (2) FTE Senior Environmental Specialist positions in the EPD Petroleum Management program due to significant reduction in FY12 State FDEP Contract Funding for the Petroleum Clean-Up and Tanks Compliance contracts effective July 1, 2011. One (1) FTE is currently a vacant position and one (1) FTE is currently a filled staff position.

Alternative(s)
No alternative exists to this action. Available contract funding will not be able to fund these two(2) FTEs positions.

Requested By
Chris Bird

Originating Department
Environmental Protectin

Attachment(s) Description
None

Documents Requiring Action
None

Executive Summary
The Board is requested to approve the elimination of two (2) FTE Senior Environmental Specialist positions in the EPD Petroleum Management program due to significant reductions in FY12 State FDEP Contract Funding for the Petroleum Clean-Up and Tanks Compliance contracts effective July 1, 2011. One (1) FTE is currently a vacant position and one (1) FTE is currently a filled staff position.

Background
EPD has received state contract funding from FDEP for Petroleum Clean-up and State Tanks Compliance services for over 18 years. FDEP funding for these two contracts is expected to be significantly reduced in the state FY12 budget effective July 1, 2011. County funding from the State Tanks Contract will be reduced by 26% from $139,984 in FY11 to $103,613 in FY12. County funding for the Petroleum Clean-up Contract will be reduced by 11% from $248,597 in FY11 to $222,634 in FY12.

This funding reduction requires a reorganization, consolidation and staff reduction within the EPD Petroleum Management program as funding levels will be insufficient to support current staffing levels. One (1) vacant Senior Environmental Specialist position in the Petroleum Clean-up program is proposed to be eliminated. Due to the funding reductions and lower number of State tank inspections, the Tanks Compliance Contract Senior Environmental Specialist inspector will assume the duties of the Operation and Maintenance(O&M) Senior Environmental Specialist within the Petroleum Clean-up program. In addition, the supervisor of the State Tanks and Petroleum Clean-up contracts will assume additional site management responsibilities within the Petroleum Clean-up contract. This reorganization will require the elimination of one (1) filled Senior Environmental Specialist O&M inspector/site manager position within the Petroleum Clean-up program. The reorganization and staff reduction will reduce the staffing level in the State Tanks Compliance contract (Fund 125-5551) from the current 1.65 FTE to 1.25 FTEs. The Petroleum Clean-up contract (Fund 201-5551) staffing will be reduced from the current FY11 level of 3.65 FTEs to 2.20 FTEs. Elimination of the two (2) Senior Environmental Specialist positions in Petroleum Management will also result in a reduction of 0.20 FTEs from the Hazardous Materials On-call Emergency Response function (Fund 401-5531)within EPD. The recommended staffing reductions effective July1, 2011 will result in a combined $29,376 budget reduction for FY11 in Fund 201-5551 ($26,439) and Fund 401-5531($2,937).

Issues

The reduction in funding for the State Tanks Compliance contract will result in a lower number of petroleum tank annual inspections within Alachua County. The new contract requirement will be that 60% of regulated tanks be inspected as compared to the current contract requirement that 90% of regulated tanks be inspected. The service level of the Petroleum Clean-up contract is not expected to be impacted due to the reduction in state funding. However, the consolidated workload will be reallocated to remaining EPD petroleum staff to meet new state contract requirements. The EPD Hazardous Materials Emergency On-call service level will be maintained by reassigning response workload to remaining EPD on-call personnel.

Fiscal Recommendation

The recommended staffing reductions effective July1, 2011 will result in a combined $29,376 budget reduction for FY11 in Fund 201-5551 ($26,439) and Fund 401-5531($2,937).

Fiscal Alternative(s)

None

Funding Sources

Fund 201 FDEP Petroleum Clean-up (.90), Fund 401-5531 Hazardous Materials Fund (.10)

Account Code(s)

Fund 201-5551 (.90) and Fund 401-5531 (.10)

June 28, 2011 Regular BoCC Meeting
Agenda Item #12

Title
Allow Special Assessment Districts for the purpose of applying alternative surface treatment on graded roads the do not qualify for the County's Alternative Surface Treatment Program (Amended)

Amount
N/A

Description
Request for policy direction to allow the use of Special Assessment Districts for the purpose of applying alternative surface treatment on graded roads that do not qualify for the County's Alternative Surface Treatment Program

Recommendation
Establish a policy to allow the use of Special Assessment Districts for the purposes of applying alternative surface treatments on County-maintained roads

Alternative(s)
Direct staff not to allow the use of Special Assessment Districts for the purposes of applying alternative surface treatments

Requested By
Richard Hedrick, 352-374-5245 (contact: Michael Fay, ext 1218)

Originating Department
Public Works

Attachment(s) Description
Special Assessment District Ordinance Alternative Surface Treatment Criteria

Documents Requiring Action
N/A

Executive Summary
The Public Works Department is frequently contacted about the application of alternative surface treatments on graded roads. Many of these roads do not qualify for the use of alternative surface treatment or are so far down on the priority list, it would be many years before they would get an application of alternative surface treatment. Staff would like to provide another option to the residents interested in seeing a treatment placed on a publicly-maintained County graded road.

Background
The Public Works Department is frequently contacted about the application of alternative surface treatments on graded roads. Many of these roads do not qualify for the use of alternative surface treatment or are so far down on the priority list, it would be many years before they would get an application of alternative surface treatment. Staff would like to provide another option to the residents interested in seeing a treatment placed on a publicly-maintained County graded road. The current life-cycle costs for the chip-seal alternative treatment with a 10-15 year life expectancy is approximately $5,000 to $6,000 per year per mile. Annual maintenance costs for graded roads are approximately $2,000-$7,000 per mile. The costs increase significantly when traffic volumes increase but the higher volume roads would at some point most likely qualify for the County's Alternative Treatment Program. Allowing the property owners who receive a direct benefit to reimburse the County for the cost of the original

installation will reduce maintenance costs for the County

Issues
Financing Initial Costs: In the past, the initial cost of improvements in Special Assessment Districts was taken from gas taxes. Those assessable costs were collected annually with property taxes and returned to the gas tax fund. Currently and into the foreseeable future, the gas tax fund does not have sufficient unallocated funds to encumber for these projects. If the Board chooses to continue to create Special Assessment Districts for roadway improvements, another funding source is needed. The Final Planning Group has made a recommendation that the County obtain commercial financing. If the Board chose to pursue outside financing, the finance costs and the interest would be included in the assessable costs and would be paid back over the period of the assessment. The County would be responsible for the replacement of the chip-seal after it has passed its useful life but for the types of roads that would be using the SAD process, it is anticipated that the useful life would be 15 to 20 years as they would generally be low-volume roadways. Additionally, a significant amount of staff time is required to prepare and process the preliminary petitions for a Special Assessment District

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
To Be Determined

Account Code(s)
N/A

Attachment: Unimproved Road Surface Treatment Program.pdf
Attachment: Final SAD Ordinance.pdf

Unimproved Road Surface Treatment Program

The Unimproved Road Surface Treatment Program was instituted in order to lower long-term maintenance cost of unpaved roads. In October of 2007, the Board approved a prioritization methodology based on life-cycle maintenance cost; the surface treatment must cost less than the annual cost to maintain the road unpaved in order it to qualify.

In 2007, the installation, life-span and life cycle costs were:

Qualifying Factor			
Surface Treatment Type	Initial Cost (per mile)	Life Span (years)	Life cycle cost (per mile per year)
Sand Seal	$21,000	5-10	$2,800
Chip Seal	$53,000	10-15	$4,300
Hot-mix Asphalt	$82,000	15-20	$4,700

The roadways that meet the qualifying factor are then ranked based on seven factors with a 1000 point maximum score.

- Traffic volumes – determined by radar traffic counts (150 point maximum)
- Public Health – determined by footage of dust control currently applied to road (100 point maximum)
- Life-cycle Maintenance Cost – determined by annual cost per mile (350 point maximum)
- Safety – determined by crash history and school bus routes (150 point maximum)
- Environment – determined by avoidance of areas of concern and proximity to surface water bodies and wetlands (150 point maximum)
- Functional Classification – determined by the type of road (100 point maximum)
- Available right-of-way – determined if adequate right-of-way is available (pass/fail)

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 09-09

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING CHAPTER 37 OF THE ALACHUA COUNTY CODE, SPECIAL ASSESSMENT DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES: PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII. Section 1(g). Florida Constitution, provides that charter counties have all powers of local self-government not inconsistent with general law; and

WHEREAS, the Board of County Commissioners desires to amend Chapter 37, Alachua County Code (Special Assessment Districts) to clarify the procedures property owners must follow to request that the county commission imposed a special assessment to fund public infrastructure improvements;

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

SECTION 1. Chapter 37 of the Alachua County Code, Special Assessment Districts, is amended as follows:

Sec. 37.01. Definitions.

For the purposes of this chapter the words set out in this section shall have the following meanings unless the context clearly requires otherwise:

Annual assessment resolution means the resolution described in section 37.~~23~~25, Alachua County Code, approving an assessment roll for a specific fiscal year.

Assessable cost means and refers to all or that portion of the cost of an improvement which is to be repaid to the county through a special assessment district. The assessable cost shall bear a reasonable and fair relation to the special benefits which will accrue to the property within the district and shall not include interest on the assessments.

Assessment means a special assessment imposed by the county pursuant to this chapter to fund the project cost of local improvements.

Assessment coordinator means the person designated by the county manager to be responsible for coordinating assessments, or such person's designee.

Assessment roll means the special assessment roll relating to local improvements, approved by a final assessment resolution pursuant to section 37.~~2224~~, Alachua County Code, or an annual assessment resolution pursuant to section 37.~~2325~~, Alachua County Code.

Assessment unit means the unit or criteria utilized to determine the assessment for each parcel of property, as set forth in the assessment resolution.

Board means the Board of County Commissioners of Alachua County, Florida.

Capital cost means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal or replacement (including demolition, environmental mitigation and relocation) of local improvements and imposition of the related assessments under generally accepted accounting principles; and including reimbursement to the county for any funds advanced for capital cost and interest on any interfund or intrafund loan for such purposes.

Clerk shall mean the clerk of the circuit court for the county, ex-officio clerk of the board, or such other person as may be duly authorized to act on such person's behalf.

Cost means all expenses that may be necessary or incident to the acquisition, design, construction, and financing of an improvement, and all expenses incurred by the county incidental to establishing a special assessment district, but shall not include interest on the assessments.

County means Alachua County, a political subdivision of the State of Florida.

County manager means the County Manager of Alachua County or the designee of such person.

Final assessment resolution means the resolution described in section 37.~~2224~~ of this chapter, which shall confirm, modify or repeal the assessments and which shall be the final proceeding for the imposition of an assessment.

Fiscal year means 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 as the fiscal year for the county.

Improvement includes street grading, paving, draining and curbing, sidewalks, street lighting, sanitary sewers and services, central water systems, drainage and flood control projects,

mosquito abatement, garbage collection and disposal, fire protection, airports, recreation, library services, toll roads and bridges, ambulance services, public health services, public transportation system services and county buildings and structures.

Local improvement means a capital improvement for the special benefit of a neighborhood or other local area that is constructed or installed by the county or by another governmental entity when authorized by interlocal agreement with the county.

Project cost means:

(1) The capital cost of local improvement;

(2) Interest accruing on such obligations for such period of time as the county deems appropriate; and

(3) Any other costs or expenses related thereto.

Property appraiser means the Alachua County Property Appraiser.

Resolution of intent means the resolution expressing the board's intent to collect assessments on the ad valorem tax bill required by the Uniform Assessment Collection Act.

Special assessment district means a district especially created for the purpose of repaying to the county all or a portion of the cost of an improvement which specially benefits the property within the district. The term "special assessment district" shall be deemed coextensive with the definition of "special tax service district" contained in Laws of Fla., ch. 65-1234, § 1(1), as amended.

Tax collector means the Alachua County Tax Collector.

Tax roll means the real property ad valorem tax assessment roll maintained by the property appraiser for the purpose of the levy and collection of ad valorem taxes.

Uniform Assessment Collection Act means F.S. §§ 197.3632 and 197.3635, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulation promulgated thereunder.

Sec. 37.02. Purpose and intent of chapter.

The purpose of this chapter is to provide a method for the establishment of special assessment districts to fund the cost of certain capital improvements which specially benefit property located within the district. This chapter is intended to implement the authorities granted to the board of county commissioners by Laws of Fla., ch. 65-1234, as amended by Laws of Fla., ch. 67-1073, Laws of Fla., ch. 69-813, and Laws of Fla., ch. 70-576.

Sec. 37.03. Authority to establish districts.

The board ~~county commission~~ is authorized to establish special assessment districts in the manner set forth in this chapter to repay to the county the assessable cost of an improvement which specially benefits the property within the district.

Sec. 37.04. Authority to acquire lands, enter contracts and appropriate funds.

To accomplish the acquisition and construction of improvements as contemplated in section 37.02, the board ~~county commission~~ is authorized to acquire lands, lakes, streams, basins, and canals within the limits of the county by gift, purchase, lease, eminent domain, or otherwise in such amounts as may be necessary. The board ~~county commission~~ is further authorized to enter into exclusive or nonexclusive contracts with established public or private agencies or firms, and to appropriate such funds as it deems advisable or necessary.

Sec. 37.05. Authority to borrow money.

In order to facilitate construction of the improvements under this chapter, the board ~~county commission~~ is authorized to borrow money upon such terms and conditions as it may deem proper and to pledge toward the repayment of the same all or any portion of the funds anticipated from any special assessment district created or from any other anticipated revenue funds other than ad valorem taxes.

Sec. 37.06. Resident-initiated petition--Required; contents.

Real property owners desiring the establishment of a special assessment district shall petition the board ~~county commission~~ on forms provided by the county. The petition shall state that those persons who are signing the petition are interested in the creation of a special assessment district and the imposition of an assessment to fund a proposed improvement. The petition shall generally describe the proposed improvement and the area to be specially benefitted thereby. The petition shall be signed by the owners of at least 50 ~~60~~ percent of the property to be specially benefitted by the proposed improvement.~~; for purposes of street paving, this shall be construed to require signatures of the owners of 60 percent of the front footage along the proposed improvement.~~ A petition may be submitted once every fiscal year for each proposed district. The request must be submitted by February of the calendar year prior to the calendar year that the district may be created.

Sec. 37.07. Estimate and petition ~~Same~~--Action by board~~county commission~~.

Upon ~~its completion~~ receipt, the petition shall be delivered to the county ~~administrator~~manager, who shall direct staff to create an estimate of the cost of improvement and ~~within 30 days~~ place the estimate and the petition on a meeting agenda of the board by May of the calendar year prior to the calendar year that the district may be created.~~county commission.~~ The estimate shall be as of the date that the county anticipates that it will enter into an agreement for construction of the improvement and may include administrative costs and financing fees. At the scheduled meeting, the board ~~county commission~~ shall consider the estimate of cost and the petition and elect whether or not to conduct a public interest poll of the affected property owners.~~pursue the establishment of a special assessment district.~~ If the decision is affirmative, the board ~~county commission~~ shall, upon recommendation of the county ~~administrator~~manager, define the area to be included within the special assessment district.

~~**Sec. 37.08. Estimate of cost of improvement.**~~

~~The county administrator shall prepare an estimate of the cost of the improvement. The estimate shall be as of the date the county administrator anticipates that the county will enter into an agreement for construction of the improvement.~~

Sec. 37.08. Property owner interest poll

Upon the direction of the board, staff shall perform a property owner interest poll of affected property owners. The interest poll shall state that those residents who are signing the poll are interested in the creation of a special assessment district and the imposition of an assessment to fund a proposed improvement. The interest poll shall describe the proposed improvement, the area to be specially benefitted thereby, the estimated improvement cost, and the allocation of the cost to the property owner. For the purposes of roadway improvements, the method of allocation of the assessable costs shall be the ratio of the average daily vehicular trips of each property over the total average daily vehicular trips of the district. The average daily vehicular trips of each property shall be determined by the most recent edition of Institute of Transportation Engineers, *Trip Generation*, in existence at the time of the property owner interest poll. The interest poll shall be mailed to each property owner by First Class US Mail and shall state a date by which the poll must be returned to the County. Nothing in this section shall preclude the board from directing staff to perform a property owner interest poll in the absence of a resident-initiated petition.

Sec. 37.09. Property owner interest poll - results

For the property owner interest poll to trigger the publication of the notice of intent to use uniform method to impose non-ad valorem assessment and public hearing, the interest poll shall show that, of those responding to the poll, 50% plus one of properties are in favor of the creation of the special assessment district. For the purposes of roadway improvements, the weight given to responses to the property owner interest poll shall be the ratio of the average daily vehicular trips of each property over the total average daily vehicular trips of the district. The average daily vehicular trips of each property shall be determined by the most recent edition of Institute of Transportation Engineers, *Trip Generation*, in existence at the time of the property owner interest poll. Nothing in this section shall preclude the board from issuing a notice of intent to use uniform method to impose non-ad valorem assessment when no property owner interest poll has been taken or when a property owner interest poll shows that less than a majority of responding property owners are in favor of the creation of a district.

Sec. 37.~~09~~10. Notice of intent to use uniform method to impose non-ad valorem assessment ~~improvement~~ and hearing - publication.

~~After the estimate of cost is completed,~~ If the property owner interest poll shows that a majority of responding property owners favor the creation of a special assessment district and the imposition of an assessment, the board ~~county commission~~ shall publish a notice of intent to use uniform method to impose non-ad valorem assessment for four consecutive weeks immediately prior to the hearing ~~one time~~ in a newspaper of general circulation published in the county, which shall clearly state the intent to use the uniform method of collecting ad-valorem assessment and include a description of the improvement to be undertaken, the boundaries of the real property to be included in the district, ~~a description of the proposed special assessment district,~~ and the estimate of cost. ~~prepared by the county administrator.~~ The notice shall also state the date, time,

and place when the board ~~county commission~~ shall hold a public hearing thereon.~~, and shall be published at least ten days prior to the hearing date. In addition to the required advertised notice, the county administrator is directed to send a copy of the notice to each owner of property within the special assessment district, according to the then current tax roll, by certified mail, return receipt requested, said mailing to take place at least ten days prior to the date of the public hearing.~~

Sec. 37.~~10~~11. Hearing; ~~approval or rejection of proposal;~~ intent to use uniform method to impose non-ad valorem assessment; estimate of assessable costs.

All persons interested in the proposed special assessment district may appear and be heard at the public hearing. The board ~~county commission~~ may either approve or reject the proposed special assessment district, or continue the same to another date or dates and readvertise in accordance with section 37.~~09~~10. After considering a recommendation from the county ~~administrator~~manager, the board ~~county commission~~ shall establish an estimate of assessable cost and the basis for allocating the assessable cost among the properties in the district. For the purposes of roadway improvements, the method of allocation of the assessable costs shall be the ratio of the average daily vehicular trips of each property over the total average daily vehicular trips of the district. The average daily vehicular trips of each property shall be determined by the most recent edition of Institute of Transportation Engineers, *Trip Generation*, in existence at the time of the property owner interest poll. If any lands or improvements in the district are acquired by eminent domain, the cost of such acquisition shall be excluded from the assessment against any lots or parcels of land from which lands and improvements are so obtained.

~~**Sec. 37.11. Final petition.**~~

~~In the event the special assessment district is approved by the county commission at its public hearing, a final petition shall be circulated by the property owners on forms provided by the county. This final petition shall include the estimate of assessable cost approved by the county commission and shall express the interest of the owners to establish a special assessment district for the purpose of reimbursing the county for the assessable cost of the improvement, not to exceed 125 percent of the estimate thereof. The final petition must be executed by the owners of property which will be responsible for repayment of at least 60 percent of the assessable cost.~~

Sec. 37.12. Recording of notice of intention.

~~Upon receipt of a properly executed final petition, a~~ If the board approves the notice of intent to use the uniform method, the notice of intention, generally describing the improvement, the estimated assessable cost, and describing the special assessment district shall be recorded in the official records of the county. The recording of such notice shall constitute notice to all property owners of record and their grantees of the proposed improvement.

Sec. 37.13. Notice of resolution to adopt non-ad valorem assessment roll and hearing - publication.

The board shall publish a notice of resolution to adopt non-ad valorem assessment roll at least 20 days prior to the hearing in a newspaper of general circulation published in the county, which shall clearly state, at the least, the name of the local governing board; a geographic depiction of the property subject to the assessment; the proposed schedule of the assessment; the

fact that the assessment will be collected by the tax collector; and a statement that all affected property owners have the right to appear at the public hearing and the right to file written objections within 20 days of the publication of the notice.

Sec. 37.14. Notice of resolution to adopt non-ad valorem assessment roll and hearing – notice to property owners.

In addition to the required advertised notice, the county manager is directed to send a copy of the notice of resolution to each owner of property within the special assessment district, according to the then current tax roll, by certified mail, return receipt requested, said mailing to take place at least 20 days prior to the date of the public hearing. The notice of resolution must include the purpose of the assessment; the total amount to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the local government will collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

Sec. 37.~~13~~15. Contract for construction of improvement.

After recordation of the notice of intent, securing financing, if deemed advisable, and compliance with other applicable law, the board ~~county commission~~ shall proceed to design a contract for construction of the improvement.

~~**Sec. 37.14. Special assessments--Levy.**~~

~~When the improvement is completed and the total assessable cost determined, the county commission shall, by resolution, levy special assessments against the property within the district on the basis determined pursuant to section 37.10.~~

Sec. 37.16. Hearing; resolution to adopt non-ad valorem assessment roll.

All persons interested in the proposed special assessment district may appear and be heard at the public hearing. The board may either approve or reject the proposed special assessment district, or continue the same to another date or dates and readvertise in accordance with section 37.13 and 37.14. After considering a recommendation from the county manager, the board shall specify the unit of measurement for the assessment and the amount of the assessment. If any lands or improvements in the district are acquired by eminent domain, the cost of such acquisition shall be excluded from the assessment against any lots or parcels of land from which lands and improvements are so obtained.

Sec. 37.~~15~~17. Same--Collection.

(a) When such assessments have been determined according to section 37.14, they shall constitute a valid, collectible tax and shall thereafter, until fully paid, be separately assessed against the property within such special assessment district and shall be subject to collection and penalties in the same manner as ad valorem taxes. When such assessments have been finally determined according to section 37.~~14~~16 and assigned to the respective lots and parcels, they shall constitute a valid lien against the property coequal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid; and shall

bear interest at the prime rate as quoted in the Wall Street Journal for the Tuesday immediately preceding the date the special assessment is levied; or, if bonds are issued, at a rate not to exceed one percent above the rate of interest at which such bonds are sold. However, the assessment may be paid without interest at any time within 30 days after the improvement is completed and the resolution under section 37.~~14~~16 has been adopted. Thereafter, should the owner of any lot or parcel of land subject to the lien fail to pay any annual installment due thereon, including interest accrued, within 60 days after the same becomes due and payable, the county may declare the entire balance remaining, including interest accrued, to be due and payable, initiate foreclosure proceedings and sell the property as provided for the foreclosure of mortgages in F.S. chs. 45 and 702. The county may be a bidder at such foreclosure sale, provided that no bid by the county shall be for less than the total amount being foreclosed.

(b) In addition to the collection procedure provided above, the county may utilize the collection procedure provided by F.S. § 197.3632, or any other collection procedure authorized by law.

Sec. 37.~~16~~18. General findings and purpose.

Sections 37.~~16~~19 through 37.~~31~~33 are intended to provide an alternative method for imposing and collecting special assessments to those provided in sections 37.06 through 37.~~15~~17. It is hereby ascertained, determined and declared that:

(1) Article VIII, section 1 of the Florida Constitution and F.S. §§ 125.01 and 125.66 grant to the board all powers of local self-government to perform county functions and to render services for county purposes in a manner not inconsistent with general or special law, and such power may be exercised by the enactment of county ordinances.

(2) The assessments imposed pursuant to this chapter will be imposed by the board, not the property appraiser or tax collector. Any activity of the property appraiser or tax collector under the provisions of this chapter shall be construed solely as ministerial.

Sec. 37.~~17~~19. Creation of special assessment districts.

The board is hereby authorized to create special assessment districts in accordance with the procedures set forth herein to include property located within the unincorporated area of the county. Each special assessment district shall encompass only that property specially benefitted by the local improvements proposed for funding from the proceeds of assessments to be imposed therein. The final assessment resolution creating the special assessment district shall include a brief description of the local improvements, a description of the property to be included within the special assessment district, and specific legislative findings that recognize the special benefit to be provided by each proposed local improvement to property within the special assessment district.

Sec. 37.~~18~~20. Authority.

The board is hereby authorized to impose assessments against property located within a special assessment district to fund the project cost of local improvements. The assessment shall be computed in a manner that fairly and reasonably apportions the project cost among the parcels of benefitted property within the special assessment district.

Sec. 37.~~19~~21. Right to prepay and defer special assessments.

The board is hereby authorized to spread the cost of the local improvements over a period of years, requiring the assessment be paid over time in annual installments. The board may also allow the owner of property subject to an assessment to elect to prepay the assessment in full in lieu of making annual payments. Further, the board may allow an owner of unimproved property to defer payment of the assessment until such time as the owner applies for a building permit for the construction of a residence.

Sec. 37.~~20~~22. Notice by publication.

Upon receiving direction from the board, the assessment coordinator shall publish once in a newspaper of general circulation within the county a notice stating that a public hearing of the board will be held on a certain day and hour, ~~not earlier~~ no later than 20 calendar days from such publication, at which hearing the board will receive written comments and hear testimony from all interested persons regarding the imposition of the assessment and the adoption of the final assessment resolution. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

Sec. 37.~~21~~23. Notice by mail.

In addition to the published notice required by section 37.~~20~~23, the assessment coordinator shall provide notice of the proposed assessment by first class mail to the owner of each parcel of property subject to assessment. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the hearing to each property owner at such address as is shown in the tax roll on the 20th calendar day prior to the date of mailing. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The assessment coordinator may provide proof of such notice by affidavit. Failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the assessment roll nor release or discharge any obligation for the payment of an assessment imposed by the board pursuant to this chapter.

Sec. 37.~~22~~24. Adoption of final resolution.

At the time named in such notice, or such time to which an adjournment or continuance may be taken, the board shall receive written objections and hear testimony of interested persons and may then, or at any subsequent meeting of the board, adopt the final assessment resolution which shall:

(1) Create the special assessment district;

(2) Confirm, modify or repeal the assessments with such amendments, if any, as may be deemed appropriate by the ~~B~~board;

(3) Establish the maximum amount of the assessment for each assessment unit;

(4) Approve an assessment roll; and

(5) Determine the method of collection.

In the event it is authorized in the final assessment resolution, the assessment may be paid in annual installments over a period of years, in which case the assessment coordinator shall include the annual amount of the assessment in the assessment rolls and tax notices of the ensuing fiscal years until the assessment is paid in full. In the event the assessment is collected over a period of years, the board shall not be required to annually adopt an annual assessment resolution as provided in section 37.~~23~~25.

Sec. 37.~~23~~25. Annual assessment resolution.

During its budget adoption process, the board shall adopt an annual assessment resolution for each fiscal year in which assessments will be imposed and to approve the assessment roll for such fiscal year. If the proposed assessment for any parcel of property exceeds the amount established in the notice provided pursuant to section 37.~~21~~23, or in the event an assessment is imposed against property not previously subject thereto, the board shall provide notice to the owner of such property in accordance with sections 37.~~20~~22 and 37.~~21~~23, and conduct a public hearing prior to adoption of the annual assessment resolution. Failure to adopt an annual assessment resolution during the budget adoption process for a fiscal year may be cured at any time.

Sec. 37.~~24~~26. Effect of assessment resolutions.

The adoption of the final assessment resolution shall be the final adjudication of the issues presented (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the assessment roll and the levy and lien of the assessments, unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of board adoption of the final assessment resolution. The assessments for each fiscal year shall be established upon adoption of the annual assessment resolution. The assessment roll, as approved by the annual assessment resolution, shall be certified to the tax collector, or such other official as the board by resolution deems appropriate.

Sec. 37.~~25~~27. Lien of assessments.

Upon adoption of the final resolution or the annual assessment resolution for each fiscal year, assessments to be collected under the Uniform Assessment Collection Act shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the board of the annual assessment resolution and shall attach to the property included on the assessment roll as of the prior January 1, the lien date for ad valorem taxes.

Sec. 37.~~26~~28. Revisions to assessments.

If any assessment made under the provisions of this chapter is either in whole or in part annulled, vacated or set aside by the judgment of any court, of if the board is satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, or if the board has failed to include any property on the assessment roll which property should have been so included, the board may take all necessary steps to impose a new assessment against any property benefitted by the local improvement, following as nearly as may be practicable, the

provisions of this chapter and in case such second assessment is annulled, the board may obtain and impose other assessments until a valid assessment is imposed.

Sec. 37.~~27~~29. Procedural irregularities.

Any irregularity in the proceedings in connection with the levy of any assessment under the provisions of this chapter shall not affect the validity of the same after the approval thereof, and any assessment as finally approved shall be competent and sufficient evidence that such assessment was duly levied, that the assessment was duly made and adopted, and that all other proceedings adequate to such assessment were duly had, taken and performed as required by this chapter, and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this section, any party objecting to an assessment imposed pursuant to this chapter must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

Sec. 37.~~28~~30. Correction of errors and omissions.

(a) No act of error or omission on the part of the board, assessment coordinator, property appraiser, tax collector, clerk or their respective deputies or employees, shall operate to release or discharge any obligation for payment of any assessment imposed by the board under the provisions of this chapter.

(b) The assessment attributed to a parcel of property may be corrected at any time by the assessment coordinator. Any such correction which reduces an assessment shall be considered valid from the date on which the assessment was imposed and shall in no way affect the enforcement of the assessment imposed under the provisions of this chapter. Any such correction which increases an assessment or imposes an assessment on omitted property shall first require notice to the affected owner in the manner described in section 37.~~21~~24, providing the date, time and place that the board will consider confirming the correction and offering the owner an opportunity to be heard.

(c) After the assessment roll has been delivered to the tax collector in accordance with the Uniform Assessment Collection Act, any changes, modifications or corrections thereto shall be made in accordance with the procedures applicable to errors and insolvencies for ad valorem taxes.

Sec. 37.~~29~~31. Method of collection.

Assessments may be collected pursuant to the Uniform Assessment Collection Act. The county shall comply with all applicable provisions thereof, including but not limited to:

(1) Entering into a written agreement with the property appraiser and the tax collector for reimbursement of necessary expenses;

(2) Adopting a resolution of intent.

The resolution of intent may be adopted either prior to or following the initial assessment resolution; provided, however, that the resolution of intent must be adopted prior to January 1(or March 1 with consent of the property appraiser and tax collector) of the year in which the

assessments are first collected on the ad valorem tax bill. Any hearing or notice required by this chapter may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

Sec. 37.~~30~~32. Responsibility for enforcement.

The county and its agent, if any, shall maintain the duty to enforce the prompt collection of assessments by the means provided herein.

Sec. 37.~~31~~33. Alternative method.

Sections 37.~~16~~19 through 37.~~31~~33 shall be deemed to provide an additional and alternative method for the imposition and collection of assessments and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This chapter, being necessary for the welfare of the inhabitants of the county, particularly the owners of property located within the special assessment district, shall be liberally construed to effect the purposes hereof.

SECTION 3. Repealing Clause. All ordinances or portions thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 4. Severability. It is the declared intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

SECTION 5. Inclusion in the Code. It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made part of the Alachua County Code of Ordinances of Alachua County, Florida; that the Code may be renumbered or relettered to accomplish this intention.

SECTION 6. Effective Date. A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten days after

enactment by the Board of County Commissioners, and shall take effect upon filing with the Department of State.

DULY ADOPTED in regular session, this 10th day of November, 2009.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

By: _____
Cynthia Chestnut, Chair

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

DEPARTMENTAL APPROVAL AS TO CORRECTNESS

_____
Rick Hedrick, Director
Public Works

EEH/ORDS/Special Assessment DistrictsFinal 11-10-09

June 28, 2011 Regular BoCC Meeting
Agenda Item #13

Title
Establishment of a Special Assessment District for the use of alternative surface treatment on NE 35th Avenue, NE 255th Drive, and Quail Street from NE CR 219A to SR 26 (Amended)

Amount
N/A

Description
Request for direction for establishment of a Special Assessment District for the use of alternative surface treatment on NE 35th Avenue, NE 255th Drive and Quail Street from NE CR 219A to NE SR 26 and located in the Melrose area

Recommendation
Proceed with establishment of Special Assessment District and utilize commercial financing as a source of funding for the use of alternative surface treatment on NE 35th Avenue, NE 255th Drive and Quail Street from NE CR 219A to NE SR 26 and located in the Melrose area.

Alternative(s)
Direct staff not to proceed with establishment of Special Assessment District

Requested By
Richard Hedrick, 352-374-5245 (contact: Michael Fay, ext 1218)

Originating Department
Public Works

Attachment(s) Description
Location Map Map of Affected Parcels Preliminary Petition Special Assessment Ordinance

Documents Requiring Action
N/A

Executive Summary
The Board is being asked to consider the establishment of a Special Assessment District for the placement of an alternative surface treatment on NE 35th Avenue, NE 255th Drive and Quail Street from NE CR 219A to NE SR 26, a County-maintained graded road located southwest of Melrose

Background
Public Works staff received a preliminary petition from a property owner in the area in February, asking the County to establish a Special Assessment District (SAD) for the purposes of allowing the application of alternative surface treatment to NE 35th Avenue, NE 255th Drive and Quail Street from NE CR 219A to NE SR 26, a County-maintained graded road located southwest of Melrose. There are 81 affected parcels that would receive a benefit from this work. There were 46 parcel owners that indicated a willingness to establish the SAD. That is 56.8% of the affected parcels, exceeding the required 50% needed to proceed with the establishment of the SAD. The estimated cost for this work is $271,500. This would equate to an annual assessment of approximately $335.00 per parcel, per year not counting interest and financing costs. Some of the property owners in the affected area own as many as four parcels so their annual assessment would be approximately $1,340 per year, not

counting financing and interest costs. Should the Board direct staff to proceed with the process of establishing an SAD, the next step will be for the Public Works Department to conduct a property owner interest poll. The interest poll willl state that those residents who are signing the poll are interested in the creation of a special assessment district and the imposition of an assessment to fund the alternative surface treatment. The interest poll will describe the improvement, show the area to be specially benefitted thereby, the estimated improvement cost, and the allocation of the cost to the property owner. For the purposes of roadway improvements, the method of allocation of the assessable costs shall be the ratio of the average daily vehicular trips of each property over the total average daily vehicular trips of the district. The average daily vehicular trips of each property shall be determined by the Eighth edition of Institute of Transportation Engineers, Trip Generation Manual. The interest poll will be mailed to each property owner by First Class US Mail and will state a date by which the poll must be returned to the County. If more than 50% of the respondents reply in support of the establishment of a SAD, staff will request that the Board authorize staff to proceed with the process to establish the notice of intent

Issues
Financing Initial Costs: In the past, the initial cost of improvements in Special Assessment Districts was taken from gas taxes. Those assessable costs were collected annually with property taxes and returned to the gas tax fund. Currently and into the foreseeable future, the gas tax fund does not have sufficient unallocated funds to encumber for these projects. If the Board chooses to continue to create Special Assessment Districts for roadway improvements, another funding source is needed. The Final Planning Group has made a recommendation that the County obtain commercial financing. If the Board chose to pursue outside financing, the finance costs and the interest would be included in the assessable costs and would be paid back over the period of the assessment. Life-cycle costs for this project would be approximately $6,000 per mile for the 15 year anticipated life of the project. Maintenance costs for these segments run about $1,500 per mile/per year. It is not anticipated that this roadway will qualify for the County's Graded Road Improvement Program any time in the foreseeable future. If the County were to proceed and adopted the SAD and applied the surface treatment, the County would be responsible for maintaining the treatment in perpetuity.

Fiscal Recommendation
Direct staff to proceed with the property owner interest poll under the assumption that original funding would come from commercial financing.

Fiscal Alternative(s)
N/A

Funding Sources
To Be Determined

Account Code(s)
N/A

Attachment: Affected Parcels.pdf
Attachment: Final SAD Ordinance.pdf
Attachment: LOCATION MAP SAD Melrose Area.pdf
Attachment: PRELIMINARY PETITION NE 255th Drive Feb 2011.pdf

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 09-09

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING CHAPTER 37 OF THE ALACHUA COUNTY CODE, SPECIAL ASSESSMENT DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES: PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII. Section 1(g). Florida Constitution, provides that charter counties have all powers of local self-government not inconsistent with general law; and

WHEREAS, the Board of County Commissioners desires to amend Chapter 37, Alachua County Code (Special Assessment Districts) to clarify the procedures property owners must follow to request that the county commission imposed a special assessment to fund public infrastructure improvements;

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

SECTION 1. Chapter 37 of the Alachua County Code, Special Assessment Districts, is amended as follows:

Sec. 37.01. Definitions.

For the purposes of this chapter the words set out in this section shall have the following meanings unless the context clearly requires otherwise:

Annual assessment resolution means the resolution described in section 37.~~23~~25, Alachua County Code, approving an assessment roll for a specific fiscal year.

Assessable cost means and refers to all or that portion of the cost of an improvement which is to be repaid to the county through a special assessment district. The assessable cost shall bear a reasonable and fair relation to the special benefits which will accrue to the property within the district and shall not include interest on the assessments.

Assessment means a special assessment imposed by the county pursuant to this chapter to fund the project cost of local improvements.

Assessment coordinator means the person designated by the county manager to be responsible for coordinating assessments, or such person's designee.

Assessment roll means the special assessment roll relating to local improvements, approved by a final assessment resolution pursuant to section 37.~~22~~24, Alachua County Code, or an annual assessment resolution pursuant to section 37.~~23~~25, Alachua County Code.

Assessment unit means the unit or criteria utilized to determine the assessment for each parcel of property, as set forth in the assessment resolution.

Board means the Board of County Commissioners of Alachua County, Florida.

Capital cost means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal or replacement (including demolition, environmental mitigation and relocation) of local improvements and imposition of the related assessments under generally accepted accounting principles; and including reimbursement to the county for any funds advanced for capital cost and interest on any interfund or intrafund loan for such purposes.

Clerk shall mean the clerk of the circuit court for the county, ex-officio clerk of the board, or such other person as may be duly authorized to act on such person's behalf.

Cost means all expenses that may be necessary or incident to the acquisition, design, construction, and financing of an improvement, and all expenses incurred by the county incidental to establishing a special assessment district, but shall not include interest on the assessments.

County means Alachua County, a political subdivision of the State of Florida.

County manager means the County Manager of Alachua County or the designee of such person.

Final assessment resolution means the resolution described in section 37.~~22~~24 of this chapter, which shall confirm, modify or repeal the assessments and which shall be the final proceeding for the imposition of an assessment.

Fiscal year means 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 as the fiscal year for the county.

Improvement includes street grading, paving, draining and curbing, sidewalks, street lighting, sanitary sewers and services, central water systems, drainage and flood control projects,

mosquito abatement, garbage collection and disposal, fire protection, airports, recreation, library services, toll roads and bridges, ambulance services, public health services, public transportation system services and county buildings and structures.

Local improvement means a capital improvement for the special benefit of a neighborhood or other local area that is constructed or installed by the county or by another governmental entity when authorized by interlocal agreement with the county.

Project cost means:

(1) The capital cost of local improvement;

(2) Interest accruing on such obligations for such period of time as the county deems appropriate; and

(3) Any other costs or expenses related thereto.

Property appraiser means the Alachua County Property Appraiser.

Resolution of intent means the resolution expressing the board's intent to collect assessments on the ad valorem tax bill required by the Uniform Assessment Collection Act.

Special assessment district means a district especially created for the purpose of repaying to the county all or a portion of the cost of an improvement which specially benefits the property within the district. The term "special assessment district" shall be deemed coextensive with the definition of "special tax service district" contained in Laws of Fla., ch. 65-1234, § 1(1), as amended.

Tax collector means the Alachua County Tax Collector.

Tax roll means the real property ad valorem tax assessment roll maintained by the property appraiser for the purpose of the levy and collection of ad valorem taxes.

Uniform Assessment Collection Act means F.S. §§ 197.3632 and 197.3635, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulation promulgated thereunder.

Sec. 37.02. Purpose and intent of chapter.

The purpose of this chapter is to provide a method for the establishment of special assessment districts to fund the cost of certain capital improvements which specially benefit property located within the district. This chapter is intended to implement the authorities granted to the board of county commissioners by Laws of Fla., ch. 65-1234, as amended by Laws of Fla., ch. 67-1073, Laws of Fla., ch. 69-813, and Laws of Fla., ch. 70-576.

Sec. 37.03. Authority to establish districts.

The board ~~county commission~~ is authorized to establish special assessment districts in the manner set forth in this chapter to repay to the county the assessable cost of an improvement which specially benefits the property within the district.

Sec. 37.04. Authority to acquire lands, enter contracts and appropriate funds.

To accomplish the acquisition and construction of improvements as contemplated in section 37.02, the board ~~county commission~~ is authorized to acquire lands, lakes, streams, basins, and canals within the limits of the county by gift, purchase, lease, eminent domain, or otherwise in such amounts as may be necessary. The board ~~county commission~~ is further authorized to enter into exclusive or nonexclusive contracts with established public or private agencies or firms, and to appropriate such funds as it deems advisable or necessary.

Sec. 37.05. Authority to borrow money.

In order to facilitate construction of the improvements under this chapter, the board ~~county commission~~ is authorized to borrow money upon such terms and conditions as it may deem proper and to pledge toward the repayment of the same all or any portion of the funds anticipated from any special assessment district created or from any other anticipated revenue funds other than ad valorem taxes.

Sec. 37.06. Resident-initiated petition--Required; contents.

Real property owners desiring the establishment of a special assessment district shall petition the board ~~county commission~~ on forms provided by the county. The petition shall state that those persons who are signing the petition are interested in the creation of a special assessment district and the imposition of an assessment to fund a proposed improvement. The petition shall generally describe the proposed improvement and the area to be specially benefitted thereby. The petition shall be signed by the owners of at least 50 ~~60~~ percent of the property to be specially benefitted by the proposed improvement.~~; for purposes of street paving, this shall be construed to require signatures of the owners of 60 percent of the front footage along the proposed improvement.~~ A petition may be submitted once every fiscal year for each proposed district. The request must be submitted by February of the calendar year prior to the calendar year that the district may be created.

Sec. 37.07. Estimate and petition ~~Same~~--Action by board~~county commission~~.

Upon ~~its completion~~ receipt, the petition shall be delivered to the county ~~administrator~~manager, who shall direct staff to create an estimate of the cost of improvement and ~~within 30 days~~ place the estimate and the petition on a meeting agenda of the board by May of the calendar year prior to the calendar year that the district may be created.~~county commission.~~ The estimate shall be as of the date that the county anticipates that it will enter into an agreement for construction of the improvement and may include administrative costs and financing fees. At the scheduled meeting, the board ~~county commission~~ shall consider the estimate of cost and the petition and elect whether or not to conduct a public interest poll of the affected property owners.~~pursue the establishment of a special assessment district.~~ If the decision is affirmative, the board ~~county commission~~ shall, upon recommendation of the county ~~administrator~~manager, define the area to be included within the special assessment district.

~~**Sec. 37.08. Estimate of cost of improvement.**~~

~~The county administrator shall prepare an estimate of the cost of the improvement. The estimate shall be as of the date the county administrator anticipates that the county will enter into an agreement for construction of the improvement.~~

Sec. 37.08. Property owner interest poll

Upon the direction of the board, staff shall perform a property owner interest poll of affected property owners. The interest poll shall state that those residents who are signing the poll are interested in the creation of a special assessment district and the imposition of an assessment to fund a proposed improvement. The interest poll shall describe the proposed improvement, the area to be specially benefitted thereby, the estimated improvement cost, and the allocation of the cost to the property owner. For the purposes of roadway improvements, the method of allocation of the assessable costs shall be the ratio of the average daily vehicular trips of each property over the total average daily vehicular trips of the district. The average daily vehicular trips of each property shall be determined by the most recent edition of Institute of Transportation Engineers, *Trip Generation*, in existence at the time of the property owner interest poll. The interest poll shall be mailed to each property owner by First Class US Mail and shall state a date by which the poll must be returned to the County. Nothing in this section shall preclude the board from directing staff to perform a property owner interest poll in the absence of a resident-initiated petition.

Sec. 37.09. Property owner interest poll - results

For the property owner interest poll to trigger the publication of the notice of intent to use uniform method to impose non-ad valorem assessment and public hearing, the interest poll shall show that, of those responding to the poll, 50% plus one of properties are in favor of the creation of the special assessment district. For the purposes of roadway improvements, the weight given to responses to the property owner interest poll shall be the ratio of the average daily vehicular trips of each property over the total average daily vehicular trips of the district. The average daily vehicular trips of each property shall be determined by the most recent edition of Institute of Transportation Engineers, *Trip Generation*, in existence at the time of the property owner interest poll. Nothing in this section shall preclude the board from issuing a notice of intent to use uniform method to impose non-ad valorem assessment when no property owner interest poll has been taken or when a property owner interest poll shows that less than a majority of responding property owners are in favor of the creation of a district.

Sec. 37.~~09~~10. Notice of intent to use uniform method to impose non-ad valorem assessment ~~improvement~~ and hearing - publication.

~~After the estimate of cost is completed,~~ If the property owner interest poll shows that a majority of responding property owners favor the creation of a special assessment district and the imposition of an assessment, the board ~~county commission~~ shall publish a notice of intent to use uniform method to impose non-ad valorem assessment for four consecutive weeks immediately prior to the hearing ~~one time~~ in a newspaper of general circulation published in the county, which shall clearly state the intent to use the uniform method of collecting ad-valorem assessment and include a description of the improvement to be undertaken, the boundaries of the real property to be included in the district, ~~a description of the proposed special assessment district,~~ and the estimate of cost. ~~prepared by the county administrator.~~ The notice shall also state the date, time,

and place when the board ~~county commission~~ shall hold a public hearing thereon, ~~and shall be published at least ten days prior to the hearing date. In addition to the required advertised notice, the county administrator is directed to send a copy of the notice to each owner of property within the special assessment district, according to the then current tax roll, by certified mail, return receipt requested, said mailing to take place at least ten days prior to the date of the public hearing.~~

Sec. 37.~~10~~11. Hearing; ~~approval or rejection of proposal;~~ intent to use uniform method to impose non-ad valorem assessment; estimate of assessable costs.

All persons interested in the proposed special assessment district may appear and be heard at the public hearing. The board ~~county commission~~ may either approve or reject the proposed special assessment district, or continue the same to another date or dates and readvertise in accordance with section 37.~~09~~10. After considering a recommendation from the county ~~administrator~~manager, the board ~~county commission~~ shall establish an estimate of assessable cost and the basis for allocating the assessable cost among the properties in the district. For the purposes of roadway improvements, the method of allocation of the assessable costs shall be the ratio of the average daily vehicular trips of each property over the total average daily vehicular trips of the district. The average daily vehicular trips of each property shall be determined by the most recent edition of Institute of Transportation Engineers, *Trip Generation*, in existence at the time of the property owner interest poll. If any lands or improvements in the district are acquired by eminent domain, the cost of such acquisition shall be excluded from the assessment against any lots or parcels of land from which lands and improvements are so obtained.

~~**Sec. 37.11. Final petition.**~~

~~In the event the special assessment district is approved by the county commission at its public hearing, a final petition shall be circulated by the property owners on forms provided by the county. This final petition shall include the estimate of assessable cost approved by the county commission and shall express the interest of the owners to establish a special assessment district for the purpose of reimbursing the county for the assessable cost of the improvement, not to exceed 125 percent of the estimate thereof. The final petition must be executed by the owners of property which will be responsible for repayment of at least 60 percent of the assessable cost.~~

Sec. 37.12. Recording of notice of intention.

~~Upon receipt of a properly executed final petition, a~~ If the board approves the notice of intent to use the uniform method, the notice of intention, generally describing the improvement, the estimated assessable cost, and describing the special assessment district shall be recorded in the official records of the county. The recording of such notice shall constitute notice to all property owners of record and their grantees of the proposed improvement.

Sec. 37.13. Notice of resolution to adopt non-ad valorem assessment roll and hearing - publication.

The board shall publish a notice of resolution to adopt non-ad valorem assessment roll at least 20 days prior to the hearing in a newspaper of general circulation published in the county, which shall clearly state, at the least, the name of the local governing board; a geographic depiction of the property subject to the assessment; the proposed schedule of the assessment; the

fact that the assessment will be collected by the tax collector; and a statement that all affected property owners have the right to appear at the public hearing and the right to file written objections within 20 days of the publication of the notice.

Sec. 37.14. Notice of resolution to adopt non-ad valorem assessment roll and hearing – notice to property owners.

In addition to the required advertised notice, the county manager is directed to send a copy of the notice of resolution to each owner of property within the special assessment district, according to the then current tax roll, by certified mail, return receipt requested, said mailing to take place at least 20 days prior to the date of the public hearing. The notice of resolution must include the purpose of the assessment; the total amount to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the local government will collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

Sec. 37.~~13~~15. Contract for construction of improvement.

After recordation of the notice of intent, securing financing, if deemed advisable, and compliance with other applicable law, the board ~~county commission~~ shall proceed to design a contract for construction of the improvement.

~~**Sec. 37.14. Special assessments–Levy.**~~

~~When the improvement is completed and the total assessable cost determined, the county commission shall, by resolution, levy special assessments against the property within the district on the basis determined pursuant to section 37.10.~~

Sec. 37.16. Hearing; resolution to adopt non-ad valorem assessment roll.

All persons interested in the proposed special assessment district may appear and be heard at the public hearing. The board may either approve or reject the proposed special assessment district, or continue the same to another date or dates and readvertise in accordance with section 37.13 and 37.14. After considering a recommendation from the county manager, the board shall specify the unit of measurement for the assessment and the amount of the assessment. If any lands or improvements in the district are acquired by eminent domain, the cost of such acquisition shall be excluded from the assessment against any lots or parcels of land from which lands and improvements are so obtained.

Sec. 37.~~15~~17. Same–Collection.

(a) When such assessments have been determined according to section 37.14, they shall constitute a valid, collectible tax and shall thereafter, until fully paid, be separately assessed against the property within such special assessment district and shall be subject to collection and penalties in the same manner as ad valorem taxes. When such assessments have been finally determined according to section 37.~~14~~16 and assigned to the respective lots and parcels, they shall constitute a valid lien against the property coequal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid; and shall

bear interest at the prime rate as quoted in the Wall Street Journal for the Tuesday immediately preceding the date the special assessment is levied; or, if bonds are issued, at a rate not to exceed one percent above the rate of interest at which such bonds are sold. However, the assessment may be paid without interest at any time within 30 days after the improvement is completed and the resolution under section 37.~~14~~16 has been adopted. Thereafter, should the owner of any lot or parcel of land subject to the lien fail to pay any annual installment due thereon, including interest accrued, within 60 days after the same becomes due and payable, the county may declare the entire balance remaining, including interest accrued, to be due and payable, initiate foreclosure proceedings and sell the property as provided for the foreclosure of mortgages in F.S. chs. 45 and 702. The county may be a bidder at such foreclosure sale, provided that no bid by the county shall be for less than the total amount being foreclosed.

(b) In addition to the collection procedure provided above, the county may utilize the collection procedure provided by F.S. § 197.3632, or any other collection procedure authorized by law.

Sec. 37.~~16~~18. General findings and purpose.

Sections 37.~~16~~19 through 37.~~31~~33 are intended to provide an alternative method for imposing and collecting special assessments to those provided in sections 37.06 through 37.~~15~~17. It is hereby ascertained, determined and declared that:

(1) Article VIII, section 1 of the Florida Constitution and F.S. §§ 125.01 and 125.66 grant to the board all powers of local self-government to perform county functions and to render services for county purposes in a manner not inconsistent with general or special law, and such power may be exercised by the enactment of county ordinances.

(2) The assessments imposed pursuant to this chapter will be imposed by the board, not the property appraiser or tax collector. Any activity of the property appraiser or tax collector under the provisions of this chapter shall be construed solely as ministerial.

Sec. 37.~~17~~19. Creation of special assessment districts.

The board is hereby authorized to create special assessment districts in accordance with the procedures set forth herein to include property located within the unincorporated area of the county. Each special assessment district shall encompass only that property specially benefitted by the local improvements proposed for funding from the proceeds of assessments to be imposed therein. The final assessment resolution creating the special assessment district shall include a brief description of the local improvements, a description of the property to be included within the special assessment district, and specific legislative findings that recognize the special benefit to be provided by each proposed local improvement to property within the special assessment district.

Sec. 37.~~18~~20. Authority.

The board is hereby authorized to impose assessments against property located within a special assessment district to fund the project cost of local improvements. The assessment shall be computed in a manner that fairly and reasonably apportions the project cost among the parcels of benefitted property within the special assessment district.

Sec. 37.~~19~~21. Right to prepay and defer special assessments.

The board is hereby authorized to spread the cost of the local improvements over a period of years, requiring the assessment be paid over time in annual installments. The board may also allow the owner of property subject to an assessment to elect to prepay the assessment in full in lieu of making annual payments. Further, the board may allow an owner of unimproved property to defer payment of the assessment until such time as the owner applies for a building permit for the construction of a residence.

Sec. 37.~~20~~22. Notice by publication.

Upon receiving direction from the board, the assessment coordinator shall publish once in a newspaper of general circulation within the county a notice stating that a public hearing of the board will be held on a certain day and hour, ~~not earlier~~ no later than 20 calendar days from such publication, at which hearing the board will receive written comments and hear testimony from all interested persons regarding the imposition of the assessment and the adoption of the final assessment resolution. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

Sec. 37.~~21~~23. Notice by mail.

In addition to the published notice required by section 37.~~20~~23, the assessment coordinator shall provide notice of the proposed assessment by first class mail to the owner of each parcel of property subject to assessment. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the hearing to each property owner at such address as is shown in the tax roll on the 20th calendar day prior to the date of mailing. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The assessment coordinator may provide proof of such notice by affidavit. Failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the assessment roll nor release or discharge any obligation for the payment of an assessment imposed by the board pursuant to this chapter.

Sec. 37.~~22~~24. Adoption of final resolution.

At the time named in such notice, or such time to which an adjournment or continuance may be taken, the board shall receive written objections and hear testimony of interested persons and may then, or at any subsequent meeting of the board, adopt the final assessment resolution which shall:

(1) Create the special assessment district;

(2) Confirm, modify or repeal the assessments with such amendments, if any, as may be deemed appropriate by the ~~B~~board;

(3) Establish the maximum amount of the assessment for each assessment unit;

(4) Approve an assessment roll; and

(5) Determine the method of collection.

In the event it is authorized in the final assessment resolution, the assessment may be paid in annual installments over a period of years, in which case the assessment coordinator shall include the annual amount of the assessment in the assessment rolls and tax notices of the ensuing fiscal years until the assessment is paid in full. In the event the assessment is collected over a period of years, the board shall not be required to annually adopt an annual assessment resolution as provided in section 37.~~23~~25.

Sec. 37.~~23~~25. Annual assessment resolution.

During its budget adoption process, the board shall adopt an annual assessment resolution for each fiscal year in which assessments will be imposed and to approve the assessment roll for such fiscal year. If the proposed assessment for any parcel of property exceeds the amount established in the notice provided pursuant to section 37.~~21~~23, or in the event an assessment is imposed against property not previously subject thereto, the board shall provide notice to the owner of such property in accordance with sections 37.~~20~~22 and 37.~~21~~23, and conduct a public hearing prior to adoption of the annual assessment resolution. Failure to adopt an annual assessment resolution during the budget adoption process for a fiscal year may be cured at any time.

Sec. 37.~~24~~26. Effect of assessment resolutions.

The adoption of the final assessment resolution shall be the final adjudication of the issues presented (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the assessment roll and the levy and lien of the assessments, unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of board adoption of the final assessment resolution. The assessments for each fiscal year shall be established upon adoption of the annual assessment resolution. The assessment roll, as approved by the annual assessment resolution, shall be certified to the tax collector, or such other official as the board by resolution deems appropriate.

Sec. 37.~~25~~27. Lien of assessments.

Upon adoption of the final resolution or the annual assessment resolution for each fiscal year, assessments to be collected under the Uniform Assessment Collection Act shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the board of the annual assessment resolution and shall attach to the property included on the assessment roll as of the prior January 1, the lien date for ad valorem taxes.

Sec. 37.~~26~~28. Revisions to assessments.

If any assessment made under the provisions of this chapter is either in whole or in part annulled, vacated or set aside by the judgment of any court, of if the board is satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, or if the board has failed to include any property on the assessment roll which property should have been so included, the board may take all necessary steps to impose a new assessment against any property benefitted by the local improvement, following as nearly as may be practicable, the

provisions of this chapter and in case such second assessment is annulled, the board may obtain and impose other assessments until a valid assessment is imposed.

Sec. 37.~~27~~29. Procedural irregularities.

Any irregularity in the proceedings in connection with the levy of any assessment under the provisions of this chapter shall not affect the validity of the same after the approval thereof, and any assessment as finally approved shall be competent and sufficient evidence that such assessment was duly levied, that the assessment was duly made and adopted, and that all other proceedings adequate to such assessment were duly had, taken and performed as required by this chapter, and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this section, any party objecting to an assessment imposed pursuant to this chapter must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

Sec. 37.~~28~~30. Correction of errors and omissions.

(a) No act of error or omission on the part of the board, assessment coordinator, property appraiser, tax collector, clerk or their respective deputies or employees, shall operate to release or discharge any obligation for payment of any assessment imposed by the board under the provisions of this chapter.

(b) The assessment attributed to a parcel of property may be corrected at any time by the assessment coordinator. Any such correction which reduces an assessment shall be considered valid from the date on which the assessment was imposed and shall in no way affect the enforcement of the assessment imposed under the provisions of this chapter. Any such correction which increases an assessment or imposes an assessment on omitted property shall first require notice to the affected owner in the manner described in section 37.~~21~~24, providing the date, time and place that the board will consider confirming the correction and offering the owner an opportunity to be heard.

(c) After the assessment roll has been delivered to the tax collector in accordance with the Uniform Assessment Collection Act, any changes, modifications or corrections thereto shall be made in accordance with the procedures applicable to errors and insolvencies for ad valorem taxes.

Sec. 37.~~29~~31. Method of collection.

Assessments may be collected pursuant to the Uniform Assessment Collection Act. The county shall comply with all applicable provisions thereof, including but not limited to:

(1) Entering into a written agreement with the property appraiser and the tax collector for reimbursement of necessary expenses;

(2) Adopting a resolution of intent.

The resolution of intent may be adopted either prior to or following the initial assessment resolution; provided, however, that the resolution of intent must be adopted prior to January 1(or March 1 with consent of the property appraiser and tax collector) of the year in which the

assessments are first collected on the ad valorem tax bill. Any hearing or notice required by this chapter may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

Sec. 37.~~30~~32. Responsibility for enforcement.

The county and its agent, if any, shall maintain the duty to enforce the prompt collection of assessments by the means provided herein.

Sec. 37.~~31~~33. Alternative method.

Sections 37.~~16~~19 through 37.~~31~~33 shall be deemed to provide an additional and alternative method for the imposition and collection of assessments and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This chapter, being necessary for the welfare of the inhabitants of the county, particularly the owners of property located within the special assessment district, shall be liberally construed to effect the purposes hereof.

SECTION 3. Repealing Clause. All ordinances or portions thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 4. Severability. It is the declared intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

SECTION 5. Inclusion in the Code. It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made part of the Alachua County Code of Ordinances of Alachua County, Florida; that the Code may be renumbered or relettered to accomplish this intention.

SECTION 6. Effective Date. A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten days after

enactment by the Board of County Commissioners, and shall take effect upon filing with the Department of State.

DULY ADOPTED in regular session, this 10th day of November, 2009.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Cynthia Chestnut, Chair

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

DEPARTMENTAL APPROVAL
AS TO CORRECTNESS

_____
Rick Hedrick, Director
Public Works

EEH/ORDS/Special Assessment DistrictsFinal 11-10-09

PRELIMINARY
SPECIAL ASSESSMENT DISTRICT
PETITION

We, the undersigned owners of property within the unincorporated area of Alachua County, Florida, hereby petition the Board of County Commissioners to initiate the process for creation of a Special Assessment District pursuant to Alachua County Ordinance 09-09 for the purpose of constructing an Improvement, specifically the use of an alternative surface treatment of NE 35th Avenue, NE 255th Drive and Quail Street from NE CR 219A to NE SR 26.

The area to be specially benefited by construction of the improvement is generally described as those parcels with direct frontage on NE 35th Avenue, NE 255th Drive and Quail Street, or those parcels that use the roadway as their only means of access to the public road system:

Owners assessed under Tax Parcel Number's:

18715-001-001	18872-000-000	18880-001-004	18898-003-001
18719-000-000	18874-000-000	18880-001-005	18898-003-002
18720-000-000	18876-000-000	18880-001-007	18900-000-000
18732-000-000	18876-001-000	18880-001-008	18900-001-000
18732-001-000	18876-001-001	18880-002-000	18900-002-000
18732-001-001	18876-001-002	18880-002-001	18900-002-001
18732-001-002	18876-002-000	18880-003-000	18904-000-000
18732-001-003	18876-002-001	18880-004-000	18904-002-000
18732-003-000	18876-002-002	18880-005-000	18909-000-000
18732-003-001	18876-002-003	18880-006-000	18909-001-000
18732-003-003	18876-003-000	18880-050-000	18909-003-000
18732-004-000	18877-000-000	18897-000-000	18909-004-000
18732-005-000	18877-001-000	18897-001-000	18909-006-000
18733-000-000	18878-000-000	18897-002-000	18909-007-000
18738-000-000	18878-001-000	18897-002-001	18910-001-000
18739-000-000	18878-002-000	18898-000-000	18910-002-000
18740-000-000	18880-000-000	18898-001-000	18910-005-000
18770-000-000	18880-001-000	18898-001-001	18913-001-000
18770-001-000	18880-001-001	18898-001-003	
18771-000-000	18880-001-002	18898-002-000	
18771-001-000	18880-001-003	18898-003-000	

It is understood by the undersigned that all procedures contained in Alachua County Ordinance 09-09 must be followed, including the circulation of a final binding Special Assessment District petition setting forth a maximum assessable cost and that, unless otherwise determined by the Board of County Commissioners, all rights-of-way and easements necessary for the construction of the improvements must be donated.

PRELIMINARY SPECIAL ASSESSMENT DISTRICT
PETITION FOR A PORTION OF

The area to be specially benefited by construction of the improvement is generally described as those parcels with direct frontage on NE 35th Avenue, NE 255th Drive and Quail Street, or those parcels that use the roadway as their only means of access to the public road system:

Parcel No. 18715-001-001
Lake Area State Bank
PO Box 5278
Gainesville, Fl 32627-5278

Parcel No. 18719-000-000
Weinrich, Roscoe D
21115 SE 12th Ave
Hawthorne, FL 32640

Parcel No. 18719-000-000
Weinrich, Karin S

Parcel No. 18720-000-000
Jacoby, Mark A
5710 Trout St
Melrose, FL 32666-6257

Parcel No. 18720-000-000
Jacoby, Loralyn A

Parcel No. 18732-000-000
Tucker, Natalie A
PO Box 1295
Melrose, FL 32666-1295

Parcel No. 18732-001-000
Kiekow, Richard H
PO Box 662
Melrose, FL 32666

Parcel No. 18732-001-001
Riddling, Ernest C Sr, Life Estate
236 SE 5th Ave
Melrose, FL 32666-5429

Parcel No. 18732-001-002
and 18738-000-000
Stapleton, Darlene Dampier
PO Box 862
Melrose, FL 32666

Parcel No. 18732-001-003
Riddling, E C Jr
5311 NE 255th Dr
Melrose, FL 32666-6160

Parcel No. 18732-001-003
Riddling, Stephanie

Parcel No. 18732-003-000
Harpe, John L Jr
PO Box 1279
Melrose, FL 32666

Parcel No. 18732-003-000

Parcel No. 18732-003-001
Knapp, J G
5515 NE 255th Dr
Melrose, FL 32666-6124

Parcel No. 18732-003-001
Knapp, Judith

Parcel No. 18732-003-003
Steadham, C L
5402 NE 255th Dr
Melrose, FL 32666

Parcel No. 18732-004-000
Hatch, R Jr
340 SW Jasmine Ave
Keystone Heights, FL 32656-9123

Parcel No. 18732-004-000
Hatch, Rosellen V

Parcel No. 18732-005-000
Bero, R J
PO Box 421
Melrose, FL 32666-0421

Parcel No. 18733-000-000
Smith Investments Inc
PO Box 1044
Melrose, FL 32666-1044

Parcel No. 18739-000-000
Stapleton, Brenda Darlene
PO Box 862
Melrose, FL 32666-0862

Parcel No. 18740-000-000
Morris, Howard C., Life Estate
5412 NE 255th Dr
Melrose, FL 32666-6118

Parcel No. 18770-000-000
Agababian, Byron
29130 Camelia Lane
Big Pine Key, FL 33043

Parcel No. 18770-001-000
Falco, James V
PO Box 1909
Melrose, FL 32666

Parcel No. 18770-001-000
Falco, Catherine

Parcel No. 18771-000-000
O'quendo, Angel M
2611 Bluewave Dr
Middleburg, FL 32068-1733

Parcel No. 18771-001-000
Hanks & Hanks & Hanks,
% Joe Hanks
5708 Quail St
Melrose, FL 32666

Parcel No. 18872-000-000
Rothhammer, Grant Jr
19326 Ave Of The Oaks
Newhall, Ca 91321-1407

Parcel No. 18874-000-000; 18897-002-000
18897-002-001; 18898-001-000
Pennico Ranch Inc,
4107 NE 255th Dr
Melrose, FL 32666-6065

Parcel No. 18876-000-000
Greene, Donald D.
5121 NE 255th Dr
Melrose, FL 32666

Parcel No. 18876-000-000
Greene, Mary H

Parcel No. 18876-001-000
Smith, Shannon D
PO Box 696
Melrose, FL 32666-0696

Parcel No. 18876-001-001
Pridgen, J R
5012 NE 255th Dr
Melrose, FL 32666-6116

Parcel No. 18876-001-002
Harrell, William J Sr
915 SE County Rd 234
Gainesville, FL 32641

Parcel No. 18876-002-000
Bonner, Gary Wilburn Iii
5203 NE 255th Dr
Melrose, FL 32666-6122

Parcel No. 18876-002-001
Duffy, Daniel
5214 NE 255th Dr
Melrose, FL 32666-6117

Parcel No. 18876-002-001
Mccrimmon, Linda

Parcel No. 18876-002-002
Storm, Jaclynne
5210 NE 255th Dr
Melrose, FL 32666

Parcel No. 18876-002-003
Thomas, Noel E.
6977 Gilda Ct
Keystone Heights, FL 32656

Parcel No. 18876-002-003
Carpenter, Linda R.

Parcel No. 18876-003-000
Slade, Norma J
PO Box 1614
Melrose, FL 32666-1614

Parcel No. 18877-000-000
Gensel, Thomas E
4905 NE 255th Dr
Melrose, FL 32666

Parcel No. 18877-000-000
Gensel, Mary D

Parcel No. 18877-001-000
Ahrano, Frederick Vence
4910 NE 255th Dr
Melrose, FL 32666-6116

Parcel No. 18877-001-000
Ahrano, Antoni

Parcel No. 18878-000-000
Clark, Trent
4812 NE 255th Dr
Melrose, FL 32666

Parcel No. 18878-001-000
Gianatasio, John A.
4704 NE 255th Dr
Melrose, FL 32666

Parcel No. 18878-001-000
Harben, Jo L.

Parcel No. 18878-002-000
Cain, Regina
PO Box 1574
Melrose, FL 32666

Parcel No's. 18880-000-000
and 18898-001-003
Nichols, Elsie M
4107 NE 255th Dr
Melrose, FL 32666

Parcel No. 18880-001-000
Macdonald, Brian
4323 NE 255th Dr
Melrose, FL 32666-6066

Parcel No. 18880-001-000
Macdonald, Mary

Parcel No's. 18880-001-001
and 18880-001-007
Parsons, Timothy
3906 NE 255th Dr
Melrose, FL 32666

Parcel No. 18880-001-001
and 18880-001-007
Parsons, Ruth Ann

Parcel No. 18880-001-002
Leckel, Jerome M
20517 NE 114th Ave
Waldo, FL 32694-4252

Parcel No. 18880-001-003
and 18880-001-005
Shipp, J E
4118 NE 255th Dr
Melrose, FL 32666-6059

Parcel No. 18880-001-003
18880-001-005 and 18880-001-008
Shipp, Penny

Parcel No. 18880-001-004
Easton, Larry M Jr
PO Box 641
Melrose, FL 32666-0641

Parcel No. 18880-001-004
Easton, Elizabeth Marie

Parcel No. 18880-002-000
and 18880-002-001
Gottschalk, Leon
PO Box 774
Melrose, FL 32666

Parcel No. 18880-002-000
and 18880-002-001
Gottschalk, Sandra

Parcel No. 18880-003-000
Jolley, Christopher D
PO Box 389
Melrose, FL 32666-0389

Parcel No. 18880-003-000
Jolley, Danielle A

Parcel No. 18880-004-000
Habbard , Birgit
23 Impasse Du Haut Murget
78380 Bougival, Franc

Parcel No. 18880-004-000
Habbard, Catherine

Parcel No. 18880-004-000
Habbard, Christine
23 Impasse Du Haut Murget
78380 Bougival, Franc

Parcel No. 18880-004-000
Habbard, Piere

Parcel No's. 18880-005-000; 18880-006-000
and 18897-000-000
Nichols, Hugh H
4107 NE 255th Dr
Melrose, FL 32666

Parcel No. 18880-050-000
Tierra Sur Inc
4107 NE 255th Dr
Melrose, FL 32666

Parcel No. 18897-001-000
Cammock, Beverley Trustee
24203 NW 90th Pl
Alachua, FL 32615-7178

Parcel No. 18898-000-000
Kauffman, Wesley R.
23711 E County Rd 1474
Hawthorne, FL 32640-3227

Parcel No. 18898-000-000
Kauffman, Linda

Parcel No. 18898-001-001
and 18909-007-000
Tidwell, Jason H
23216 NE 35th Ave
Melrose, FL 32666

Parcel No. 18898-001-001
and 18909-007-000
Tidwell, Lori Ann

Parcel No. 18898-002-000
Dionisi, Frederic
PO Box 594
Melrose, FL 32666-0594

Parcel No. 18898-002-000
Dionisi, Elisabeta

Parcel No. 18898-003-000
Rovak, Lawrence H
451 Palisade Ave
Bogota, Nj 07603

Parcel No. 18898-003-000
Rovak, Sandra

Parcel No. 18898-003-001
Hine, Jeremy S
14524 SW 15th Ave
Newberry, FL 32669-3113

Parcel No. 18898-003-001
Hine, Nancy T

Parcel No. 18898-003-002
O'reilly, Monica B.
24310 NE 35th Ave
Melrose, FL 32666

Parcel No. 18900-000-000
Lane, Charles R., Trustee
24019 NE 35th Ave
Melrose, FL 32666

Parcel No. 18900-000-000
Lane, Patricia A., Trustee

Parcel No. 18900-001-000
Mullis, Joel Dwight Trustee
8184 Alderman Rd
Melrose, FL 32666-8818

Parcel No. 18900-002-000
Egers, Cindy R
24405 NE 35th Ave
Melrose, FL 32666-6052

Parcel No. 18900-002-001
Harper, Pamela B
24417 NE 35th Ave
Melrose, FL 32666-6052

Parcel No. 18904-000-000
Herndon, Doris L Trustee
23629 NE 35th Ave
Melrose, FL 32666-6048

Parcel No. 18904-002-000
Mckinney, Diane Marie
23407 NE 35th Ave
Melrose, FL 32666-6068

Parcel No's. 18909-000-000
18909-004-000 & 18909-006-000
Waite, Bruce C
PO Box 385
Melrose, FL 32666

Parcel No's. 18909-000-000
18909-004-000 & 18909-006-000
Waite, Gwen R

Parcel No. 18909-001-000
Ellingham, Gary T
PO Box 232
Melrose, FL 32666-0232

Parcel No. 18909-001-000
Ellingham, Deborah

Parcel No. 18909-003-000
Tubbs, Ronnie G.
1101 SE 20th St
Gainesville, FL 32641

Parcel No. 18910-001-000
Benson, Mikel Andrew
4117 SW 20th Ave #11
Gainesville, FL 32607

Parcel No. 18910-002-000
Irwin, Charles
23317 NE 35th Ave
Melrose, FL 32666-6046

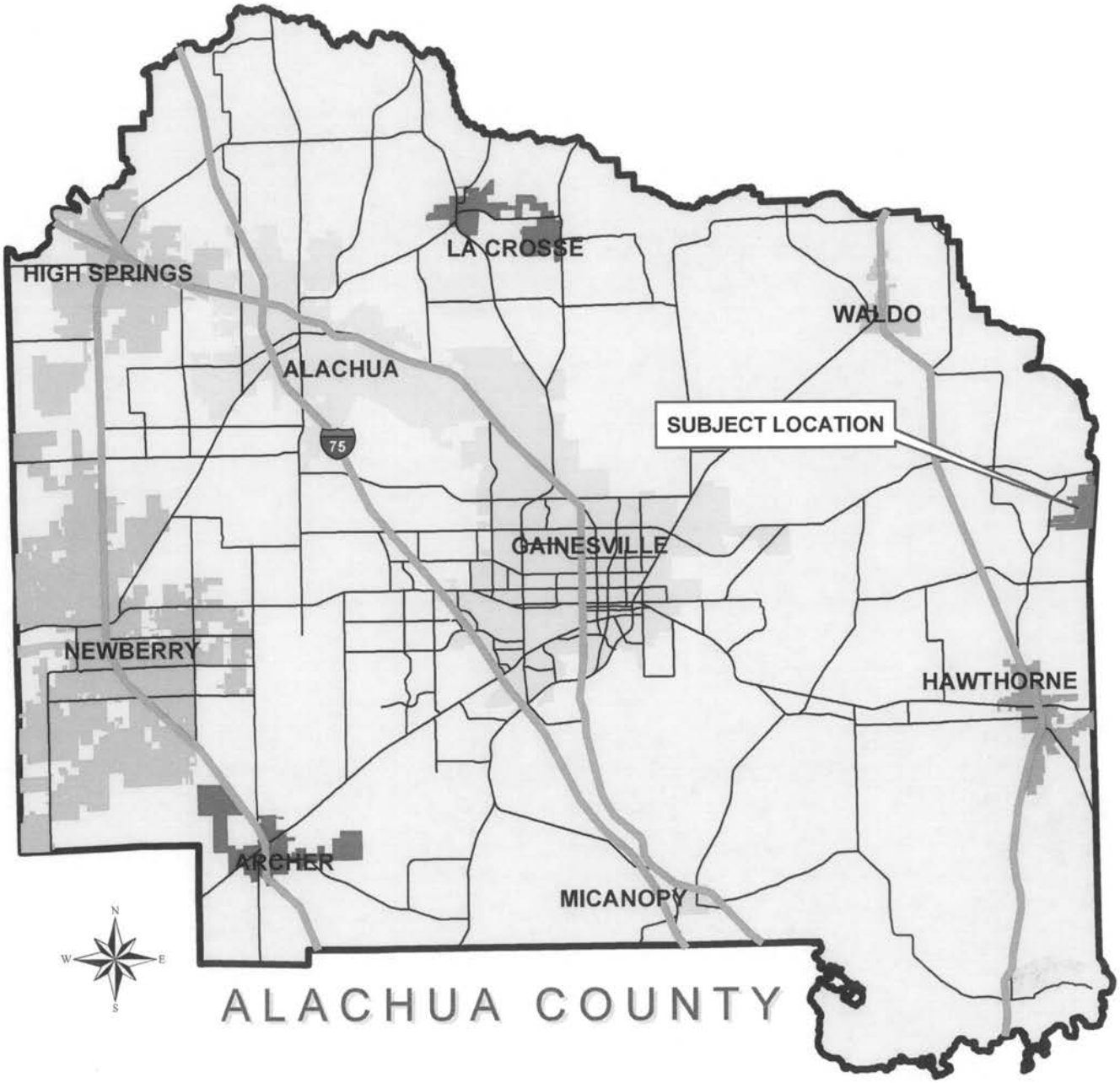
Parcel No. 18910-002-000
Irwin, Sarah B

Parcel No. 18910-005-000
Succow, E Arline
23219 NE 35th Ave
Melrose, FL 32666-6046

Parcel No. 18913-001-000
Flake, Lester
23629 NE 35th Ave
Melrose, FL 32666

Parcel No. 18913-001-000
Herndon, Doris

ArcIMS HT Viewer Map
Legend
Tax_Parcels
Scenic_Roads
Major_Roads
Roads within County
Roads out of County
Interstate
Lakes
County_Boundary
Municipalities
Urban_Services_Line
Urban_Cluster
E UNIV AVE
NE 35TH AVE.
NE 23RD DRIVE
CR 219
SR 26
SR 21
0
0.46mi


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

June 28, 2011 Regular BoCC Meeting
Agenda Item #14

Title
Request for Approval of Lease Agreement with Holbrook Group, Inc. for Office Space for the Environmental Protection Department (Amended)

Amount
$98,000.00

Description
Board approval is requested for a lease agreement between Alachua County and The Holbrook Group, Inc. to relocate Environmental Protection Department offices.

Recommendation
Approve and execute the Lease Agreement between Alachua County and The Holbrook Group, Inc. for office space for the Environmental Protection Department.

Alternative(s)
Authorize staff to negotiate a new lease with McGurn Investments, Inc. for a smaller office layout to continue EPD operations at current office location. Do not approve Lease Agreement with The Holbrook Group, Inc.

Requested By
Chris Bird and Charlie Jackson

Originating Department
Environmental Protection and Administrative Services/Facilities Management

Attachment(s) Description
Lease Agreement EPD Office Lease Proposals Cost Comparisons

Documents Requiring Action
Lease Agreement

Executive Summary
As a cost savings measure, Facilities Management has worked with the Environmental Protection Department (EPD) to evaluate office relocation proposals. Staff recommends Board approval of a lease agreement with The Holbrook Group, Inc. for office space in the annex adjacent to the Seagle Building located at 408 W. University Avenue, Gainesville. The proposed lease begins August 1, 2011 and ends September 30, 2016. Rent payments begin October 1, 2011. The lease may be renewed for four additional one year periods.

Background
Staff has evaluated six options for consolidating EPD office space (see EPD Office Lease Costs Proposals Comparison Attachment). The Seagle Building annex is recommended as the lowest cost proposal that best meet's EPD operational requirements. Compared to EPD's current FY11 office lease, for FY12 the proposed lease agreement would provide a consolidated office floor plan that would yield a 43% reduction in annual leasing costs and a 21% reduction in total leased area. The proposed relocation of EPD offices will require reallocation of an estimated $ 50,000 of authorized FY11 budget to cover one time FY11 expenses associated with moving ($ 15,000), connection equipment to access County fiber/data network ($

10,000), replacement telephone system ($ 15,000) and office and equipment setup ($10,000).

Issues

1. EPD's current office lease at the Union Street Station expires September 30, 2011. In order to avoid lease penalty costs, by July 1, 2011, Alachua County needs to provide the current Landlord notice of lease termination. 2. The proposed lease needs to be approved as soon as possible to allow sufficient time for the new Landlord to complete build out and for County ITS to install internet access, computers, telephones, and associated network equipment to provide for EPD to relocate and to be fully operational at the new office location by October 1, 2011. 3. The reallocation of FY11 budget to provide for one time relocation expenses may require reductions in EPD program workplans for the fourth quarter of FY11. 4. A leased office provides EPD greater flexibility to adjust adjust office space needs to match staffing and program levels in response to changes in local, state, and federal funding. 5. Sufficient County-owned office space is not available to accommodate EPD's current space needs.

Fiscal Recommendation

Approve the $98,000 Lease Agreement for FY12

Fiscal Alternative(s)

County will be obligated to additional recurring leasing costs.

Funding Sources

General Fund, MSTU, Fund 401, Fund 178, Fund 087, Fund 125, Fund 201, Fund 400, Fund 401

Account Code(s)

001-5500, 001-5511, 001-5521, 001-5560, 001-5595, 008-5511, 008-5521, 087-551, 125-5551, 178-5531, 201-5551, 400-5560, 401-5531, 401-5541

Attachment: EPD Office Relocation Comparison.pdf
Attachment: HOLBROOK LEASE 408 W University Ave 06222011.pdf

EPD Office Lease Proposals Costs Comparison for 7000 square feet Build Out

	FY 12 and Recurring Annual Costs			FY 11 One Time Relocation Costs		
Location (Owner)	FY 12 Base Lease Annual @ Per Square Foot Rate	Additional Operating Costs	Total, Recurring Annual Costs	Internet Data Phone	Moving and Setup	FY11 Total One Time Relocation Expenses
Seagle Bldg Annex (Holbrook)	$ 98,000 @ $ 14.00/sq.ft.	$ 0	$ 98,000	$ 25,000*	$ 25,000	$ 50,000
Star Garage (Silber)	$ 91,000 @ $ 13.00/sq.ft.	$ 19,160 janitorial, parking	$ 110,160	$ 15,000**	$ 20,000	$ 35,000
Union Street Station (McGurn)	$134,330 @ $ 19.19/sq.ft.	$ 0	$ 134,330	$ 0	$ 10,000	$ 10,000
315 NE 2nd Ave Option #1 (Pellett)	$ 116,220 @ $ 16.66/sq.ft.	$ 9,360 parking	$ 125,580	$ 25,000*	$ 25,000	$ 50,000
Option #2 (Pellett)	$ 130,480 @ $ 18.64/sq.ft.	$ 9,360 parking	$ 139,840	$ 25,000*	$ 25,000	$ 50,000
Option #3 (Pellett)	$ 105,000 @ $ 15.00/sq.ft.	$ 9,360 parking	$ 114,360	$ 25,000*	$ 25,000	$ 50,000
Existing Lease @ 8850 sq.ft. (McGurn)	$ 174,177 @ $19.68/sq.ft.	$ 0	$ 174,177	$ 0	$ 0	0

* $10,000 for line of sight laser internet system plus $15,000 for new phone system

**$15,000 for new phone system (County Fiber internet access already available in Star Garage)

***Offsite parking for 15 parking passes for EPD County vehicles at McGurn's Downtown Parking Garage

ALACHUA COUNTY AND HOLBROOK GROUP INC.
LEASE FOR SEAGLE ANNEX

THIS AGREEMENT, made and entered into this 28 day of June, 2011, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Tenant", and Holbrook Group Inc., doing business at 1740 NW 12th Road, Gainesville, Florida, 32605 hereinafter referred to as the "Landlord".

WITNESSETH:

FOR AND IN CONSIDERATION of the rents, covenants, agreements, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. The Premises. The Landlord leases and rents to the Tenant and Tenant leases and rents from the Landlord ground level office space at the Seagle Building Annex, located at 408 W. University Ave, Gainesville, Alachua County, Florida, encompassing approximately seven thousand (7,000) square feet of space.

2. Term. The term of this lease shall begin August 1, 2011, and end September 30, 2016. Beginning August 1, 2011, Tenant may utilize the Premises for all purposes, except that Tenant may not conduct business with the general public on the Premises until October 1, 2011.

3. Renewal. The Tenant shall have the option to renew this lease for up to four one-year periods at the same terms and conditions as outlined herein. The Tenant shall provide written notice 90 days prior the expiration of this lease to the Landlord of its intent to exercise its option to renew.

4. Rent. Tenant shall pay no rent for August, 2011, and September 2011.

Beginning October 1, 2011, Tenant agrees to pay the Landlord monthly rental payments of Eight Thousand One Hundred and Sixty Six Dollars ($8,166.00). All rental payments shall be due on the first day of each month. The Tenant shall submit monthly rental payments to Holbrook Group Inc. and shall mail the rental payments to the Landlord at 1740 NW 12th Road, Gainesville, Florida, 32605. The Tenant shall make all subsequent rental payments on or before the first day of each month. The Tenant certifies that, as a governmental entity, it is exempt from state sales tax. The Tenant's tax exempt number is 11-06-024077-53C. Landlord may increase the annual rent, not to exceed the annual change in the Consumer Price Index or three percent, whichever is less, beginning with the first year of Lease renewal.

5. Alterations and Improvements.

a. Landlord shall make the improvements as specified in Exhibit "A" and "B" at no additional charge. Tenant, upon agreement of the Landlord, may modify these improvements with the written approval of the County Environmental Protection Department Director and Facilities Manager, provided said modifications do not alter the rent. The Tenant reserves the right to make alternations to the leased premises during the term of the lease with written approval of the Landlord. Approval shall not be unreasonably withheld. Tenant shall also have the right to make alteration to the premises, subject to approval of the landlord, prior to the date of useful occupancy. The landlord shall provide reasonable access for the County and its contractors to the premises.

b. At the termination of the lease term by lapse of time or otherwise, the Tenant shall have the right to remove all personal property and fixtures of the Tenant brought onto or into the premises by the Tenant or at the expense of the Tenant.

c. Tenant is allowed to install conduit into the building and install optical

fiber throughout the building as necessary. Tenant will notify Landlord of its cable design and installation plan. The landlord may request reasonable modification to such plans and may provide a recommendation as to the location of the fiber. Tenant may remove this equipment upon termination of this Lease.

d. Tenant may utilize the existing conduit in the building for its communications and data needs. Tenant may attach communications equipment to the roof of the Seagle Building or the Seagle Building Annex subject to approval of the Landlord and in accordance with all building codes and, regulations. Approval shall not be unreasonably withheld. Any fiber, wire or conduit or communications equipment installed by Tenant may be removed by Tenant upon termination of the lease. Landlord understands that the ability to connect this communications equipment is necessary for the proper use of the Premises by Tenant and Landlord shall make every reasonable effort to accommodate Tenant's needs and requests. Tenant may remove this equipment upon termination of this lease.

e. Tenant shall pay for any required permits for modifications or alternation made by the Tenant.

f. The Landlord is authorized to modify the build out specified in Exhibit B with approval of the County Facility Manager and County Environmental Protection Director provided said modifications do not increase the lease rate set forth in Section 4

6. Use of Premises. The Tenant shall use the premises for Alachua County business activities and any other activities deemed necessary by the County to conduct business of the County or its Constitutional Officers.

7. Compliance with Law. The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the leased space. The

Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to the zoning, construction, handicap requirements as provided for in Chapter 553, Part V, Florida Statutes, and maintenance of the property. The Landlord shall be responsible for the provision, maintenance, and repair of all fire protection equipment necessary to conform with city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.

8. Surrender of Premises. Upon termination of the lease term, by lapse of time or otherwise, the Tenant shall surrender the premises in as good a condition as the same was received at the commencement of the lease term, with signs of reasonable use, wear, tear, and damage excepted.

9. Services and Repairs. The Landlord and the Tenant acknowledge the following conditions and agree that services shall be provided by the Landlord and the Tenant as follows:

a. Landlord shall maintain the exterior of the building, the landscaped areas, the heating and air conditioning equipment, the plumbing equipment and the electrical and mechanical equipment and all common areas.

b. Landlord shall provide in a timely manner for the maintenance, repairs and replacement of any building equipment.

c. Landlord shall be responsible for replacing expired light bulbs and the timely replacement of HVAC filters.

d. Landlord shall maintain the roof, structure, structural supports, floor covering, ceiling tiles, doors, locks, and windows. Landlord shall keep the building envelope

sealed against moisture and vermin.

e. Tenant is responsible for maintaining communication and data wiring, within leased space. Tenant is responsible for providing hardware, such as telephones, computers, file servers, and associated switching equipment. Tenant shall maintain any other Tenant installed wiring.

f. Tenant and its guests have the non-exclusive right to parking in the adjacent Seagle Building parking lots. Tenant shall park as directed by the Landlord for the optimization of parking. Landlord shall designate and maintain a physically secure parking area for fifteen (15) County owned vehicles that shall be allowed to park 24 hours a day, seven days a week. At a minimum, this secure parking area shall include security fencing and a lockable entrance and exit gate. Landlord shall provide Tenant with access to enter and exit the secure parking area 24 hours a day, seven days a week.

g. Tenant shall have sole authority over the control of temperature in the leased area, but shall exercise reasonable energy practices.

h. Tenant shall be liable for any damage to the building or any part thereof caused by the negligence of willful actions of the Tenant, the Tenant's employees, or guests. The Tenant shall promptly repair such damage. If the Tenant fails to repair such damage, the Landlord shall do so at the expense of the Tenant and the cost thereof shall be treated as additional rent due hereunder; provided however, that the Landlord shall provide the Tenant with prior written notice of the estimated cost of repair prior to the Landlord performing such repair, unless such repair is reasonably required to prevent other immediate damage to the building and there is insufficient time to provide such notice.

i. The Tenant shall be responsible for decorating or redecorating the space

exclusively occupied by the Tenant after commencing occupancy.

10. Utilities. Landlord shall pay all electrical, gas, water, sewer and refuse charges. Tenant shall contract for recyclable paper pick-up. Tenant shall be responsible for shredding or other security measures for confidential refuse.

a. Tenant shall provide any access control or electronic security for the Tenant occupied space.

11. Janitorial Landlord shall provide janitorial services for the space exclusively occupied by the Tenant, as well as for common areas.

12. Pest Control Landlord shall provide pest control services.

13. Inspection. The Landlord or its representatives, successors, or assigns shall have access to the premises at all reasonable times for the purpose of inspecting the premises or taking such action as may be necessary to protect the premises from loss or damage; provided, however that the Landlord's right of entry and inspection shall be subject to security requirements of the Tenant. The Landlord agrees to provide reasonable and adequate advance notice to the Tenant of any inspection and the Tenant shall have the right to have a staff member present during any inspection. Notice shall be provided to both the Alachua County Environmental Protection Department and the Alachua County Facilities Management Division, except in case of an emergency where the Premises or Tenant's property is at immediate risk of damage.

14. Title Status. The Landlord represents that it owns the premises in fee-simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the premises, and that it has the full right, power, and authority to enter into this lease for the term herein granted.

15. Insurance. The Landlord shall obtain fire and extended coverage insurance upon

the leasehold premises and Landlord's improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the premises. The Tenant is responsible for its property.

16. Assignments. This lease is inferior to any mortgage now on or which may be placed on the land or building by the Landlord. The Tenant will recognize as its Landlord under this lease and attorn to any persons succeeding to the interest of the Landlord under this lease in the event of foreclosure of any mortgage or the execution of any deed in lieu of such foreclosure. This provision is self operative and no further document is required unless requested by any mortgagee. If so requested, Tenant shall execute and deliver an instrument or instruments confirming its attornment as provided herein at no cost; provided, however, that no such mortgagee or successor in interest shall be bound by any payment of rent for more than one month in advance, or any amendment or modification of this lease made without the express written consent of such mortgagee. If Tenant shall refuse or fail to execute, acknowledge, and deliver such document, Tenant herby irrevocably appoints Landlord as Tenant's attorney-in-fact for ratifying all Landlord's acts pursuant to this section.

17. Sublease. Tenant may sublease all or part of the premises and shall provide notice to the Landlord.

18. Non-Waiver. The failure of any party to exercise any right in this Agreement will not waive such right.

19. Cumulative Remedies. All of the rights, powers, and privileges conferred by this lease upon the parties shall be cumulative and in addition to those otherwise provided by law, and shall not be deemed to preclude those rights and remedies provided by law.

20. Entire Agreement, Modification and Waiver. This lease contains the entire agreement of the parties and supersedes all prior agreements. No amendment or modification of this lease shall be valid unless and until the same is reduced in writing and executed by both parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this lease.

21. Signs. Tenant shall have the right to install a sign on the exterior of the Seagle Building Annex and a free standing sign near the parking lot entrance to the leased space. All signage must be approved by Landlord and be consistent and appropriate to the signage of the rest of the building. Signs must be removed by Tenant at the end of the lease. Damage caused by the erection or removal shall be paid by Tenant. Tenant shall pay for signage.

22. Landlord's Covenant of Quiet Enjoyment. So long as the Tenant is not in default under the conditions, and during the term of this lease and any extension of said term, the Tenant's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by anyone claiming by, through, or under the Landlord.

23. Police Security. Tenant agrees that Landlord has no duty to provide police or security guards. The decision to provide police or security guards shall not give rise to an increased duty of care.

24. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found

in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.

25. Proration. Rental and other amounts owed by the Tenant shall be prorated between the Landlord and the Tenant at the commencement and end of the lease term, unless otherwise herein agreed to the contrary.

26. Successors or Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

27. Casualty. If the lease premises shall be damaged by fire, explosion, windstorm, or any other casualty, not caused by the Tenant, the Landlord shall initiate any needed repairs within ten (10) days and put the lease premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the Tenant shall be entitled to an abatement of rent during the period of time in which the leased premises are not suitable for occupancy and not used by the Tenant. If the leased premises shall be damaged to the extent of more than twenty-five percent (25%), either party may, at its election, terminate this lease by giving written notice to the other party within five (5) days after the occurrence of such damage.

28. Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested or personally delivered with signed proof of delivery. The Tenant's representative and the Landlord's representatives are:

Tenant: Facilities Manager
105 SE 1st Avenue-Suite 2B
Gainesville, Florida 32601 and

Director, Alachua County Environmental Protection Department
408 W. University Ave
Gainesville, Florida 32601

Landlord: David Holbrook
1740 NW 12th Road
Gainesville, Florida, 32605

A copy of any notice hereunder shall be sent to:

J. K. Irby, Clerk Post
Office Box 939 Gainesville, Fl. 32602
Attn: Finance and Accounting

And to: Office of Management Budget
Attention: Contracts
105 SE 1st Avenue-Suite 6,
Gainesville, FL 32601

29. Eminent Domain. If any portion of the land or property demised hereunder shall be taken under eminent domain proceedings, then the Tenant shall be entitled to a pro rata reduction in rent based upon the amount of the building and land taken through such eminent domain proceedings, (2) a share of the full compensation paid by the condemning authority based on the term of the lease, and (3), the Tenant shall have the right to terminate this lease in the event of such eminent domain proceedings.

30. Default and Termination.

a. If either party fails to fulfill its obligations under this Lease Agreement or if either party breaches any of the conditions or covenants of this Lease Agreement, the other party may terminate this Agreement. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease Agreement may be terminated upon 30 days prior written

notice without further notice or demand and without prejudice to any right or remedy that the parties may have.

b. Notwithstanding the foregoing provisions, it is expressly agreed that this Agreement is contingent upon the availability of funds lawfully appropriated by the Tenant and, if funds to finance this lease become unavailable, the Tenant may terminate this lease upon no less than thirty (30) days' notice, written and delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Tenant shall be the sole and final authority as to the availability of funds. In the event of termination hereunder, rent shall be prorated so that the Tenant shall be responsible for payment of rent up to and including the full month in which the Tenant vacates the premises.

c. Tenant may terminate for its own convenience after 30 months, without penalty, and shall give the Landlord 90 days written notice:

31. Severability Clause. If any clause or any of the terms or conditions of this lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.

32. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

33. Captions and Sections Headings. Captions and sections headings used herein are for convenience only and shall not be used in construing the Agreement.

34. Construction. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

35. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

HOLBROOK GROUP, INC

By: _____
David Holbrook

Witness ~~or Attest~~

By: _____

Diane M. Smith
Print Name

Title: _____

Date: 6/24/11

EXHIBIT A

Construction to be performed by Landlord

The intent of this description is for the Landlord to make Tenant approved modifications to the leased space to provide for an open, flexible work environment. The Landlord will provide a "turn-key" project to the Tenant with the exception of specialized Tenant improvements and personal property. This means the Tenant can move into the space with its furniture, phones, and other personal property and begin operations. It specifically does not include items unique to the Tenant like built in shelves and counters unless specifically listed below.

Timeline: Landlord shall have all construction completed no later than August 30, 2011. Landlord shall work with Tenant to coordinate Tenants installation of telecommunications and data equipment. The Facilities Manager may extend this deadline in writing. However, rent shall not be due until two weeks after construction is complete, or October 1, 2011, whichever is later.

Partitions or partition walls for separating 14 desk based workstations in open areas

Additional open area for 16 existing EPD modular workstations

Nine private offices (including one executive, five managerial, and 3 supervisory)

Ceiling

Window Blinds

Flooring (carpet and tile)

Base

Painting

High efficiency HVAC, ductwork, controls and zones

HVAC: 24 hour availability

Electrical circuits to meet Tenant's requests

Lighting fixtures

Conduit for up to 10 outlets each for phones and computers per 1,000 sf

Install, certify and verify network cable infrastructure and data and telephone connections for up to 300 ports, as per design.

Restrooms as required by code are to be ADA Compliant

Fire sprinkler system

Building security system

Permitted building plan will be provided by Landlord's architect/engineer

All other costs associated with the construction Included Modifications

Increased size HVAC supply in server closet

Specifically Excluded

Moving & Storage of Tenant Personal Property

Tenant signage

EXHIBIT B

Floor Plan for Office Layout

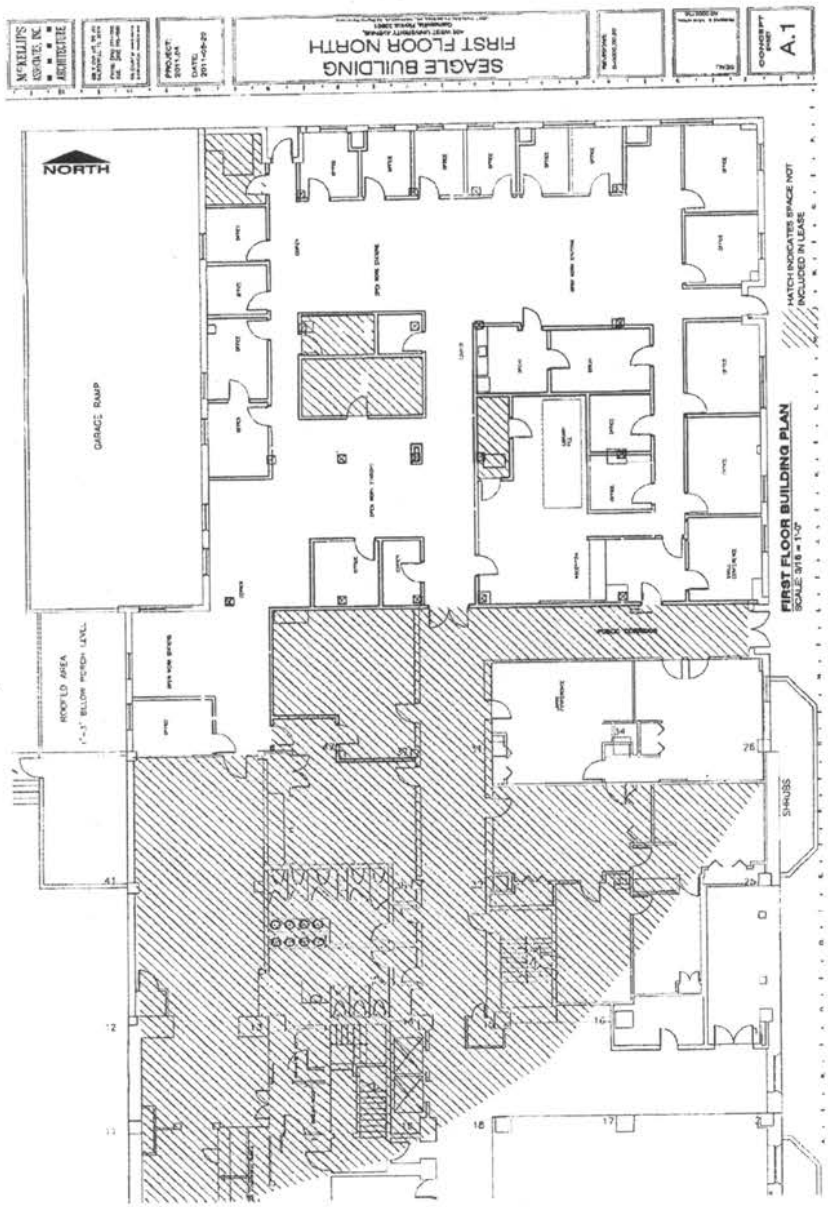


Exhibit B

EXHIBIT C

JANITORIAL SERVICE

1. Three times weekly empty all waste baskets and trash containers.

2. Three times weekly dust mop all hard surface floors.

3. Three times weekly vacuum carpeting in all traffic areas. Once a week vacuum under desks and chairs or more as needed. Clean Spots in carpet with spot cleaner.

4. Three times weekly dust and clean level surfaces of countertops, desks, telephones, chairs, tables, files, other office furniture. Papers on any desks, tables, files, etc. will not be disturbed.

5. Three times weekly clean all mirrors.

6. Three times weekly clean all drinking fountains

7. Three times weekly clean all break rooms. (Washing dishes and cleaning refrigerator is not included.)

8. Three times weekly clean all urinals, toilets, and sinks with solution containing an approved disinfectant.

9. Three times weekly damp mop restroom floors.

10. As needed spot clean smudges on restroom partitions and walls

11. Three times weekly stock all restrooms.

12. Twice yearly shampoo carpets.

13. Provide such other service as is needed to maintain the premises in a clean condition.

14. Not included in normal-service is the removal of moving boxes and similar extra ordinary trash (including trash from moving in or out).

Michael Pellett, Architect,
Main Office (352) 336-6908
AR0014676 (352) 262-5111 cell
Fax (352) 397-2823

Magnolia Bay Ventures, LLC

FYI
This Owner is in the Room and has consulted w/ Chels.

June 28, 2011

Board of County Commissioners

RE Lease for County Environmental Department.

I would like to correct the Option #3 item on the EPD Office Lease Proposals Comparison for 7000 square feet build out.

I had proposed to lease the north building and enclose the existing court between the buildings and lease that as well. This space is 6,450 gross square feet. My proposal dated June 23, 2011 indicated this space would cost the county $$97,846 per year. In my letter, I indicated that I would work to fit your program into this space, however, I indicated I would use a portion of my south building, add a second level in the court or provide for the storage portion in another location close to the parking lot for you. **I indicated I would not charge for this added space of up to 550 square feet.**

I also want to clarify that I have sufficient parking to meet your parking needs. You would not have needed to lease the space in the McGurn Garage at $9,360 per year. **To enhance your stored overnight vehicle security, I would consider a gate and fence system.**

Our building is already set up with CAT5 and an air conditioned server room. There is Fiber into this server room already in place. The Internet Data Phone line item could be less than the stated $25,000.

I indicated in the letter on the 23rd that I am willing to provide the labor to move your furniture. This will reduce your Moving and Setup costs significantly.

My Option #3 annual costs to you is $97,846.00.

The move in and set up costs should be less then indicated.

Finally, as I will be buying the electricity, I will be replacing the t-12 fluorescent lighting now in the offices with state of the art, Made in America CREE LED lighting. The EPD offices will be a showcase for LEED approaches to sustainable design. As a Green Architect, I will personally see to it that the space is not only productivity enhancing, but efficient for Alachua County.

I am willing to work with staff to make your time budgets work. Please consider this clarification in your considerations to serve the people of Alachua County in the best manner possible.

Thanks much.

Michael Pellett, Architect

315 SE 2ND AVENUE, SUITE B, GAINESVILLE, FL 32601

EPD Office Lease Proposals Costs Comparison for 7000 square feet Build Out

	FY 12 and Recurring Annual Costs			FY 11 One Time Relocation Costs		
Location (Owner)	FY 12 Base Lease Annual @ Per Square Foot Rate	Additional Operating Costs	Total, Recurring Annual Costs	Internet Data Phone	Moving and Setup	FY11 Total One Time Relocation Expenses
Seagle Bldg Annex (Holbrook)	$ 98,000 @ $ 14.00/sq.ft.	$ 0	$ 98,000	$ 25,000*	$ 25,000	$ 50,000
Star Garage (Silber)	$ 91,000 @ $ 13.00/sq.ft.	$ 19,160 janitorial, parking	$ 110,160	$ 15,000**	$ 20,000	$ 35,000
Union Street Station (McGurn)	$134,330 @ $ 19.19/sq.ft.	$ 0	$ 134,330	$ 0	$ 10,000	$ 10,000
315 NE 2nd Ave Option #1 (Pellett)	$ 116,220 @ $ 16.66/sq.ft.	$ 9,360 parking	$ 125,580	$ 25,000*	$ 25,000	$ 50,000
Option #2 (Pellett)	$ 130,480 @ $ 18.64/sq.ft.	$ 9,360 parking	$ 139,840	$ 25,000*	$ 25,000	$ 50,000
Option #3 (Pellett)	$97,846 @ EFFECTIVE $13.98	$0 parking	-$97,846	$ 25,000* LESS	$ 25,000 LESS	$ 50,000
Existing Lease @ 8850 sq.ft. (McGurn)	$ 174,177 @ $19.68/sq.ft.	$ 0	$ 174,177	$ 0	$ 0	0

* $10,000 for line of sight laser internet system plus $15,000 for new phone system

**$15,000 for new phone system (County Fiber internet access already available in Star Garage)

***Offsite parking for 15 parking passes for EPD County vehicles at McGurn's Downtown Parking Garage

YAHOO! SMALL BUSINESS michael@pellettarchitect.com | Sign Out

Yahoo! | Small Business Home Search Web Search

Check Mail New | What's New Inbox 1025 emails | Fw: lease space | Mobile | Options

Search Mail... Go | Delete Reply Forward | Spam Move Print Actions

Inbox
Drafts (3)
Sent
Spam (2) Empty
Trash Empty

Contacts Add

Folders Add
101
campo
client
computer
consult
contin ed-LEED
develop
family
friends
insurance
invest
magbay
marketing
meridian
meridian bidders
prospects
rotary
seniorcenter
synergy
tax-accounting
untitled
vendor

Fw: lease space

From: Michael Pellett <michael@pellettarchitect.com> View Contact
To: michael@pellettarchitect.com

Thu, June 23, 2011 11:16:1

----- Forwarded Message ----
From: Michael Pellett <michael@pellettarchitect.com>
To: michael@pellettarchitect.com
Sent: Thu, June 23, 2011 11:03:44 AM
Subject: Re: lease space

Mr. Jackson

I would like to further our discussion on leasing 315 to you. I have thought further about the offer I made and can add some premiums for you.

Because there would be no need to use a truck for the move, I can help with the move of furniture. I know this is an expensive item, but feel I can provide the furniture move down to our building for you, saving a bunch of labor for your agency.

Along these lines, I can both provide architecture design to make sure everyone fits, and can aid in the install of the modular dividers.

Because I favor the option to build in the court, I feel I can absorb a greater part of the build out for you. This added space actually adds to the value of my building and thus I can roll the build out for you into a new financing package.

Regarding pest control, I can throw that in as well.

Based on this, I can adjust the table thus:

Base cost	CAM	Renovation	Janitorial	Maint.	Pest Control	Utilities	Sec Alarm	Fiber	Moving	ADA	Furn/equip	Parking	Total
$9.99	$0.25	$1.20	$0.75	$0.35	included	$2.63	by tenant	avail	provide portion	yes	some avail	yes	$15.17

With this modification, I propose to enclose the 750 gsf court and air condition it and to lease the entire north building of 5,700 gsf to you. This results in a space of 6,450 square feet, with a monthly cost to you of $8,154.00. I believe I can design the space to fit your program into this space. If not, I would either do the mezzanine for you or use a portion of the south building. However, such space would be free to you. **Please note that the effective lease rate, compared to a 7,000 gsf space is under $14.00 per square foot.**

TODAY: Thu,6/23 - Sun,7/31

Alachua County eAgenda

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

June 28, 2011 Regular BoCC Meeting
Agenda Item #18

Title
PM Public Comments

Amount
N/A

Description
PM Public Comments

Recommendation
Hear PM Public Comments

Alternative(s)
N/A

Requested By
Randall H. Reid

Originating Department
County Manager

Attachment(s) Description
N/A

Documents Requiring Action
N/A

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Pleasant St
HISTORIC SOCIETY, Inc

321 NW 8th Avenue
Gainesville FL 32601
pshs@pleasantstreetneighborhood.com
352-377-4217

Lee Pinkoson, Chair, BOCC
Board of the Alachua County Commission
PO Box 2877
Gainesville FL 32602

June 28th, 2011

Dear Mr. Pinkoson,

I am writing in reference to the timber that fell during the hurricanes of 2004 that the State Forester at the Goethe State Forest donated for use in the Scott-Phifer House reconstruction. The lumber that was not used is being stored by the County.

The Pleasant Street Historic Society, a 501 c 3 non-profit corporation, has been in existence since 1984 and is dedicated to preserving and promoting the history of the Pleasant Street Historic District in Gainesville. This District was the first predominately Black historic district in the state of Florida to be listed on the National Register of Historic Places.

Claronelle Smith Griffin was the second president of the Pleasant Street Historic Society. Her grandfather bought land for the family home in the neighborhood in 1872, and her father was born in a house on the property in January of 1880. Mrs. Griffin's mother said the present house was built in 1903 shortly before she married Virgil Smith and moved into the home with her father-in-law. The earlier house may be on the interior of this house.

Mrs. Griffin passed away in 2003 and donated her house to the Pleasant Street Historic Society to be used as a Black History Exhibit museum. African American history from Alachua County will be showcased in the house once it is renovated.

While work is underway it was discovered that some of the sills are unusable due to termites and water damage. The Pleasant Street Historic Society voted at their meeting of January 25th, 2011 to request that the County donate the unused beams from the Goethe State Forest to the Historic Society for use in the Smith-Griffin House.

Thank you very much for considering our request.

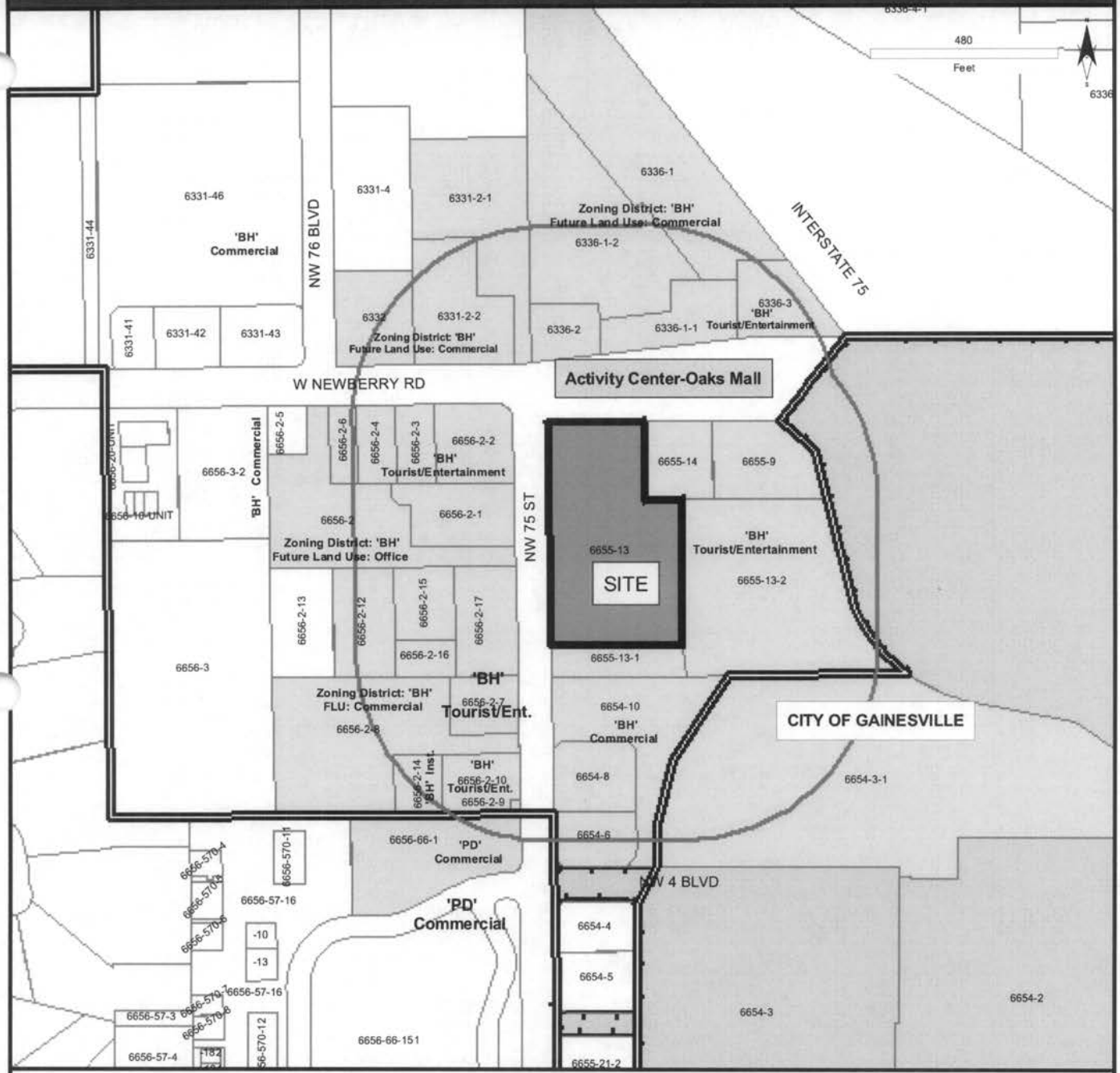
Sincerely,

Alvin C. Butler

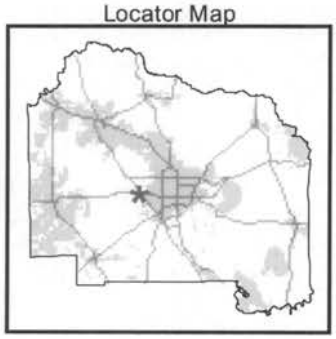
Alvin Butler,
President, Pleasant Street Historic Society

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING 800-435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APROVAL, OR RECOMMENDATION BY THE STATE

SUBJECT PROPERTY, WITH SURROUNDING FUTURE LAND USE AND ZONING



Locator Map



ZOS-05-11

STR041019

Request for a Special Use Permit to allow transitional housing for Veterans.

For further information visit the Alachua County GIS Portal Website at:
gis.alachua.fl.us

Date of Creation: 4-29-2011

06331-002-001 ZOS-05-11
GEORGE WANG
7516 W NEWBERRY RD
GAINESVILLE FL 32606-6728

06331-002-002 ZOS-05-11
GEORGE WANG
7516 W NEWBERRY RD
GAINESVILLE FL 32606-6728

06332-000-000 ZOS-05-11
BANK OF AMERICA
101 N TRYON ST
CHARLOTTE NC 28255

06336-001-000 ZOS-05-11
REALTY INCOME PROPERTIES INC
PO BOX 460069
ESCONDIDO CA 92046-0069

06336-001-001 ZOS-05-11
PROGRESSIVE RESTAURANTS INC
602 S MAIN ST
GAINESVILLE FL 32601-6718

06336-001-002 ZOS-05-11
GAIN CAPITAL LLC
18205 BISCAYNE BLVD STE 2202
AVENTURA FL 33160

06336-002-000 ZOS-05-11
LEWCO INC
PO BOX 1282
GAINESVILLE FL 32602-1282

06336-003-000 ZOS-05-11
J D TRUSTEE BALDWIN
PO BOX 90136
GAINESVILLE FL 32607-0136

06654-003-001 ZOS-05-11
THE EMORY GROUP
2145 SW 94TH TER
GAINESVILLE FL 32607

06654-006-000 ZOS-05-11
ALLIED TIRE SALES INC
1144 E MARKET ST DEPT 824
AKRON OH 44316

06654-008-000 ZOS-05-11
ATLANTIC DUTCH INC
3111 NW 58TH BLVD
GAINESVILLE FL 32606-8519

06654-010-000 ZOS-05-11
KIWI OF GAINESVILLE INC
3111 NW 58TH BLVD
GAINESVILLE FL 32606

06655-009-000 ZOS-05-11
INC L T ENTERPRISES OF GAINESVILLE
7349 W NEWBERRY RD
GAINESVILLE FL 32605

06655-013-000 ZOS-05-11
LLLP KEYSTONE GATOR HOTEL CAMPUS
3520 PIEDMONT RD NE STE 410
ATLANTA GA 30305

06655-013-001 ZOS-05-11
KEYSTONE NEWBERRY LLC
5079 N DIXIE HWY
FT LAUDERDALE FL 33334-4000

06655-013-002 ZOS-05-11
DANLY GROUP OF GAINESVILLE LLC
950 PENINSULA CORP CIR
BOCA RATON FL 33487

06655-014-000 ZOS-05-11
JAMES L T & M UNITED CORP
402 HIGH POINT DR #A STE 101
COCOA FL 32926

06656-066-001 ZOS-05-11
GERALD SCHACKOW
4545 NW 8TH AVE STE B
GAINESVILLE FL 32605

06656-002-000 ZOS-05-11
INC GAINESVILLE ANIMAL HOSPITAL
7615 W NEWBERRY RD
GAINESVILLE FL 32606

06656-002-001 ZOS-05-11
DOSHI ENTERPRISES INC
27659 SE 19TH HIGHWAY
OLD TOWN FL 32680-9657

06656-002-002 ZOS-05-11
REALTY INCOME PROPERTIES INC
PO BOX 460069
ESCONDIDO CA 92046-0069

06656-002-003 ZOS-05-11
RALLY CAR WASH SYSTEMS INC
2121 NW 67TH PL
GAINESVILLE FL 32653-1603

06656-002-004 ZOS-05-11
& SCHUETH JR GRUNTHAL III &
PENNINGTON III
45 W BAY ST STE 203
JACKSONVILLE FL 32202-3632

06656-002-006 ZOS-05-11
WH CAPITAL LLC
3290 NORTHSIDE PARKWAY STE 385
ATLANTA GA 30327

06656-002-007 ZOS-05-11
LE & TRAN H/W
5323 NW 45TH LN
GAINESVILLE FL 32606

06656-002-008 ZOS-05-11
13/13 CAPITAL LLC
12783 BAY PLANTATION DR
JACKSONVILLE FL 32223

06656-002-009 ZOS-05-11
CITY OF GAINESVILLE
PO BOX 490 MS 58
GAINESVILLE FL 32602

06656-002-010 ZOS-05-11
ROBERT DEROCHEMONT
537 NE 7TH AVE
GAINESVILLE FL 32601

06656-002-012 ZOS-05-11
DEAN W NAPPY
11303 SW 10TH LN
GAINESVILLE FL 32607-1222

06656-002-014 ZOS-05-11
INC BELLSOUTH TELECOMMUNICATIONS
PO BOX 7207
BEDMINSTER NJ 07921

06656-002-015 ZOS-05-11
CHARLES T TRUSTEE FLETCHER
8115 SW 1ST PL
GAINESVILLE FL 32607-1520

06656-002-016 ZOS-05-11
J C C SUNG
5200 NW 43RD ST # 102 311
GAINESVILLE FL 32606-4484

06656-002-017 ZOS-05-11
SUNG & SUNG TRUSTEES
5200 NW 43RD ST # 102 311
GAINESVILLE FL 32606-4484

nfischer@visitgainesville.com
tourist information office—
Please email when notifications are done.

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 Z0S-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:

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 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

(SEAL)

APPROVED AS TO FORM

_____

Alachua County Attorney

DEPARTMENT APPROVAL

AS TO CORRECTNESS

Steven Lachnicht

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 508.2 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 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, 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 00°50'48" EAST 516.31 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 00°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.

June 28, 2011 Regular BoCC Meeting
Agenda Item #19

Title
Balu Forest Management Plan updated (Amended)

Amount
Through 2020; Costs $337,630 and Revenues $334,400

Description
Request for the Board to approve the updated Balu Forest Management Plan

Recommendation
Approve the updated Balu Forest Management Plan

Alternative(s)
The Board should not approve the updated Balu Forest Management Plan and provide direction

Requested By
Susie Hetrick 264-6835

Originating Department
Environmental Protection

Attachment(s) Description
Exhibit 1 Balu Forest Management Plan Summary; Exhibit 2 Balu Forest Proposed Physical Improvements Map

Documents Requiring Action
Balu Forest Management Plan

Executive Summary
Staff requests the Alachua County Board of County Commissioners (BoCC) approve the updated management plan for Balu Forest.

Background
The 1,576 acre Balu Forest is located in northeastern Alachua County near the intersection of State Road 26 and US Highway 301 at Orange Heights. Alachua County acquired Balu Forest through the Solid Waste Enterprise Fund between 1997 and 1999, to provide a site for a new landfill, in anticipation of the closure of the southwest landfill in Archer. Local citizens strongly opposed a new landfill on the property, and in a settlement agreement with the citizens, the County began implementing alternative waste disposal options including transporting solid waste to a landfill facility outside the County. Because the site was no longer needed for a landfill, the County hired Columbia Timber Company to develop and implement a management plan for the site which would allow the site to be maintained for a future solid waste management facility, while focusing on timber production and maintaining an ecologically diverse community. The Board of County Commissioners refined the objectives of subsequent management plans to emphasize the restoration of the natural communities throughout the site and the creation of an uneven-aged forest dominated by mature longleaf pine. Columbia Timber Company, under contract with the County, managed Balu Forest until 2007. In 2007, the Board of County Commissioners directed staff in the Environmental Protection Department (EPD) to provide land management services on Balu Forest for the Public Works Department (PWD) staff. EPD staff drafted the fourth Balu Forest Management Plan, and presented the draft plan at public meetings on April 28, 2011 and May 19, 2011 to solicit public input. Significant

changes in the revised management plan include elimination of the Forest Stewardship Council certification, and updates to planned land management activities. The revised plan draft is available for review at:http://www.alachuacounty.us/Depts/EPD/Documents/Land/ManagementPlans/Balu%20Forest%202011%20Draft%20Management%20Plan%2006022011.pdfKey management objectives in the updated management plan are:• To provide a future site for a solid waste management facility.• To restore the ecological communities throughout the site.• To produce timber revenue utilizing sustainable forest management practices.• To maintain and enhance the wildlife habitat and corridor values of the property.• To conserve the soil values of the property.• To conserve the watershed values of the property.• To manage the tract in an environmentally sound manner minimizing use of pesticides.• To provide passive recreational opportunities compatible with the other objectives.• To fully comply with and exceed 2008 Silviculture Best Management Practices.• To manage timber rotations to create an uneven-aged longleaf pine dominant forest.

Issues

Two public meetings were conducted to solicit citizen input for the updated management plan. Significant citizen interest was generated, primarily due to the property's history as a potential landfill site. Twenty citizens attended the meeting held on April 28, 2011 and 28 citizens attended the May 19, 2011 meeting. While most citizens were very supportive of the resource management components of the management plan, citizens attending both management planning meetings voiced vehement opposition to construction of a landfill on the site. Many citizens also opposed the primary objective of the management plan to "provide a future site for a solid waste management facility," although some were not against considering the site for alternative facilities related to solid waste management, as long as they do not include a landfill. Some citizens suggested that the current future land use classification of the site, "County Solid Waste Management Facility", be changed. All citizen comments submitted by e-mail and in writing are included in Appendix D of the draft management plan.Other issues include projected management costs and potential revenues generated from future timber management on the site. Continuing site restoration and developing proposed site improvements will rely on future revenue generated by timber management. A significant portion of the projected recurring costs are for road mowing, firebreak maintenance, and prescribed burning; where feasible, EPD staff may perform some of these activities on Balu Forest, which will help offset the projected recurring management costs.

Fiscal Recommendation

Stewardship costs through 2020 are estimated to be up to $139,090 one-time costs and $22,060 per year in recurring costs. Estimated one time and recurring costs through 2020 are $337,630. Timber revenue projected for the site is estimated at $334,400 through 2020. The estimated difference is negative $3,230.

Fiscal Alternative(s)

Depend on the BoCC direction

Funding Sources

Solid Waste Enterprise Fund, future timber revenues, license agreements and volunteers

Account Code(s)

400-5560

Attachment: Exhibit 2 Balu Forest Proposed Physical Improvements Map.pdf
Attachment: Exhibit 1 Balu Forest Management Plan Summary.pdf
Attachment: Balu Forest Mgmt Plan BoCC Meeting 06282011.pptx

Balu Forest
Management Plan Summary

Date of Plan: June 28, 2011 **Management Area:** 1576.26 acres

Location: Northeastern Alachua County, at Orange Heights

Acquisition date and cost: The two main acquisitions, comprising six parcels totaling approximately 1557 acres, were purchased in January and February of 1997 for $1,599,500. Thirteen small parcels, totaling approximately 10 acres, were part of the defunct Lloydsdale Subdivision, and were purchased from individual owners in 1997, 1998 and 1999. One 40-acre parcel was acquired through a land trade 1999.

Date	Parcel ID	Acres	Cost
1/10/1997	17642-000-000	600	$934,600
	17644-000-000	120	
2/17/1997	18551-000-000	145	$664,900
	18563-000-000	293	
	18636-000-000	367	
	18821-000-000	32	
7/8/1997	17575-001-000	0.6	$1,600
7/22/1997	17574-000-000	0.9	$3,500
	17575-000-000	1.4	
7/25/1997	17568-001-000	1.7	$4,500
8/11/1997	17572-000-000	0.6	$1,600
11/7/1997	17568-000-000	1.7	$4,500
2/28/1998	17564-000-000	0.3	$3,000
	17567-000-000	0.3	
4/30/1998	17570-000-000	0.6	$1,600
1/13/1999	17565-000-000	0.2	$,2900
	17566-000-000	0.9	
1/13/1999	17571-000-000	0.6	$1,600
1/13/1999	17573-000-000	0.4	$1,000
7/30/1999	17643-000-000	40	(land trade)

Funding Source: Solid Waste Enterprise Fund

Summary: Balu Forest is located in northeast Alachua County at Orange Heights. The property was acquired to provide a future site for a solid waste management facility. Concurrent land management objectives for Balu Forest are to restore the ecological communities throughout the site, to produce revenue generated by a sustainably managed pine forest, to maintain and enhance wildlife habitat and corridor values, to conserve soil and watershed values, and to provide

passive public recreational opportunities. Key management objectives are listed in detail below, and are discussed throughout this Management Plan.

Outstanding features of the Forest include nine distinct natural communities including high-quality mesic flatwoods and depression marshes, and a portion of Bee Tree Creek, which is the largest tributary of Hatchett Creek.

Key Management Objectives:

- To provide a future site for a solid waste management facility.
- To restore the ecological communities throughout the site, where practical, to a condition that approximates their historical "natural" condition in appearance and function.
- To produce income by growing timber utilizing sustainable forest management practices.
- To maintain and enhance the wildlife habitat and wildlife corridor values of the property for both game and non-game species.
- To conserve the soil values of the property.
- To conserve the watershed values of the property by controlling erosion on all interior roads, minimizing the use of firebreaks in areas that are susceptible to erosion, eliminating bedding and ditching as silvicultural practices, and restoring wetland functions where possible.
- To manage the tract in an environmentally sound manner that will minimize the use of pesticides, including herbicides. Herbicides, while not prohibited, may be used on a limited basis.
- To provide passive public recreational opportunities in ways which are compatible with the other objectives.
- To fully comply with and exceed the standards established in the 2008 *Silviculture Best Management Practices* (FDACS).
- To manage timber rotations to create an uneven-aged longleaf pine dominant forest.

Resource Management Issues:

- FIRE MANAGEMENT - Develop and implement a prescribed fire plan for the restoration and maintenance of fire-dependent natural communities on the Forest.
- RESTORATION - Restore approximately 1285 acres of mesic flatwoods and monitor the condition of other natural communities.
- INVASIVE PLANTS - Control or eradicate invasive, non-native plant species.
- FERAL ANIMAL REMOVAL – Monitor and arrange for removal of feral animals as needed.
- CULTURAL RESOURCES - Protect known sites from disturbance, and coordinate with Florida Department of State Division of Historic Resources regarding identification and protection of cultural sites.
- MONITORING - Monitor property through field inspections and photopoints to determine relative success of management strategies and impacts of public use on the resources.

Site Development and Maintenance:

- PHYSICAL IMPROVEMENTS - Develop trailhead facilities to provide public access.
- RECREATION - Develop a network of hiking trails.
- EDUCATION - Develop interpretive exhibits (kiosk, trail signs).
- MAINTENANCE - Maintain all improvements.
- SECURITY - Perform regular security patrols, install informational and regulatory signage.

Exhibit 2 - Balu Forest Proposed Physical Improvements

Alachua County, Florida
Environmental Protection

Balu Forest Boundary
Gates
Roads, Trails & Firebreaks
Existing Fence
Future Fencing (Anticipated)
Overhead Utility Lines
Major Roads
Railroad

Alachua County FOREVER

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 reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Alachua County, Florida
Balu Forest
Management Plan
Alachua County
Board of County Commissioners Meeting
June 28, 2011

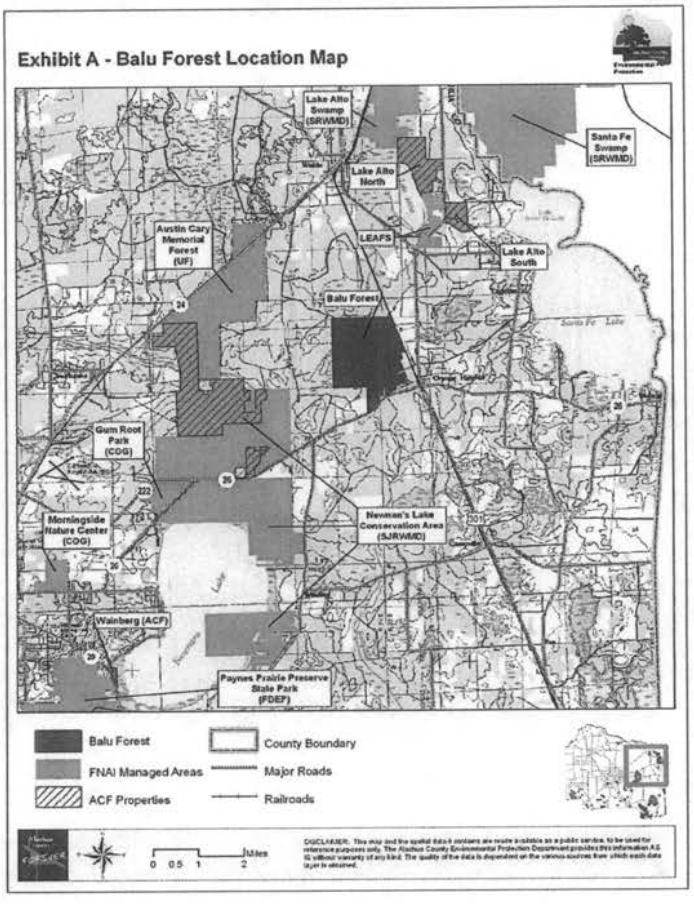


Exhibit A - Balu Forest Location Map
Lake Alto Swamp (SRWMD)
Santa Fe Swamp (SRWMD)
Lake Alto North
Austin Cary Memorial Forest (UF)
LEAFS
Lake Alto South
Balu Forest
Gum Root Park (COG)
Morningside Nature Center (COG)
Newman's Lake Conservation Area (SJRWMD)
Wainberg (ACF)
Paynes Prairie Preserve State Park (PDEP)
Balu Forest
FNAI Managed Areas
ACF Properties
County Boundary
Major Roads
Railroads
0 0.5 1 2 Miles

Balu Forest Acquisition and Management History

1988 – Search for new landfill site began, 11 potential sites evaluated

1997 – Site Echo purchased

1999 – Columbia Timber Company produced first management plan
- Ecological restoration, timber management, recreation

2000 – Site Echo renamed Balu Forest

2001 – Columbia Timber Company produced second management plan
- Name change, direction from Board for longleaf restoration

2003 – Columbia Timber Company produced third management plan
- Forest Stewardship Certification

2007 – Management of Balu Forest assigned to EPD

2011 Management Plan

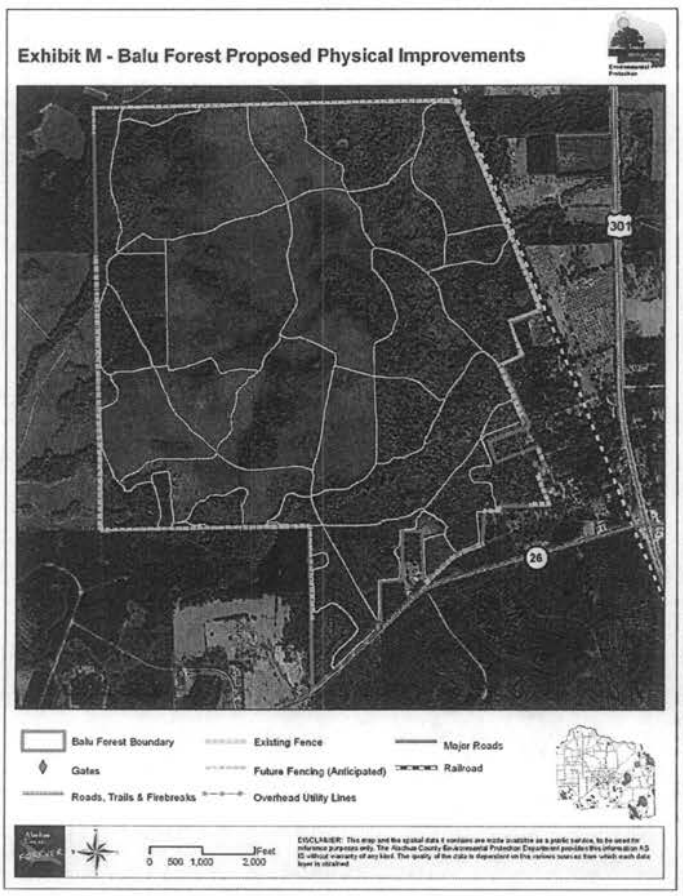
- Section I: Introduction
- Section II: Purpose
- Section III: Natural and Cultural Resources
- Section IV: Timber Resources
- Section V: Site Development
- Section VI: Stewardship Needs
- Section VII: References
- Section VIII: Stewardship Plan Implementation Timeline and Budget

2011 Management Plan Objectives

- Maintain the site for possible use as a future solid waste management facility.
- Restore the ecological communities.
- Produce income by growing timber using sustainable forest management.
- Maintain and enhance wildlife habitat and wildlife corridor values.
- Conserve soil and watershed values.
- Manage tract in environmentally sound manner minimizing use of herbicides.
- Provide passive public recreation.
- Comply with and exceed Florida BMP standards for silviculture.
- Manage timber to create uneven-aged longleaf pine dominated forest.

Projected costs and revenues through 2020:

- one time and recurring costs up to $337,630
- estimated timber revenue $334,400



Annual Recurring Management Costs

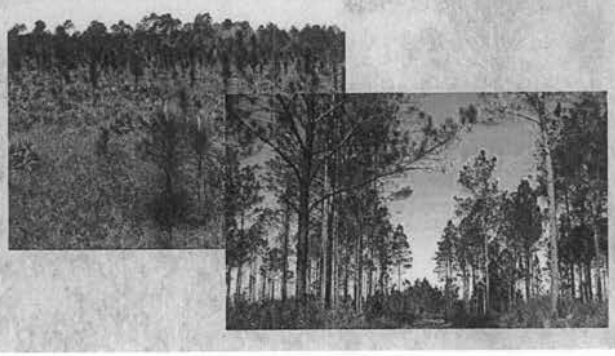
Prescribed burning (450 ac)	$11,250
Road mowing	$ 5,500
Firebreak maintenance	$ 3,750
Fence maintenance	$ 1,250
Monitoring	$ 250
Mailing	$ 60
Total	**$22,060**

One-time Management Costs

Plant LLP	$47,500
Road maintenance	$40,000
Fencing/Boundary posting	$25,500
Exotics control	$21,900
Sign development	$ 4,000
Misc. maintenance	$ 190
Total	**$139,090**

Stand Type	Acres	Year Planted	Year to Thin	Timber Class
Slash pine plantation				Pole
➢ South stand	61	1967	2011	Ply Log
➢ West stand	63		2015	Pine Pulp
				Chip & Saw
Natural mixed pine	485	1995 regen.	2012 (20%) 2017 (20%)	Ply Log Pine Pulp Chip & Saw
Planted longleaf	717	2002	2026	Pine Pulp Chip & Saw

$ 334,400



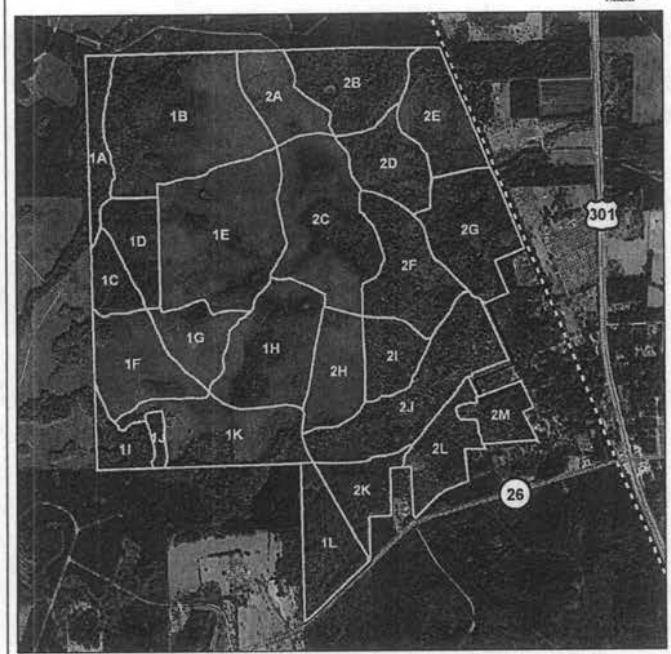
Balu Forest Boundary and Surrounding Parcels

Balu Forest Boundary
Parcels
Major Roads
Railroads

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 reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Exhibit B - Balu Forest Resource Management Unit Map

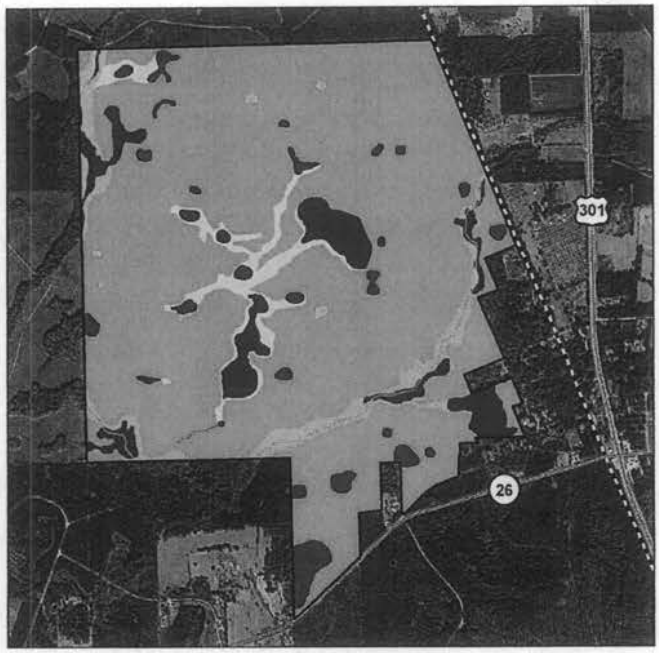


Balu Forest Boundary
Resource Management Units (RMU)
Major Roads
Railroads

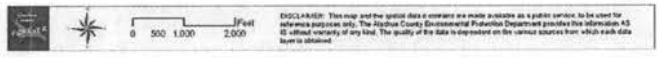
0 500 1,000 2,000 Feet

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Exhibit E - Balu Forest Natural Communities Map



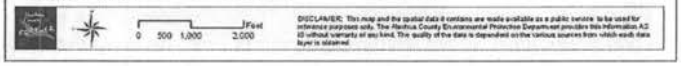
Basin Swamp
Baygall
Blackwater Stream
Bottomland Forest
Depression Marsh
Dome Swamp
Floodplain Swamp
Manmade Ditch
Mesic Flatwoods
Wet Flatwoods
Major Roads
Railroad



DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

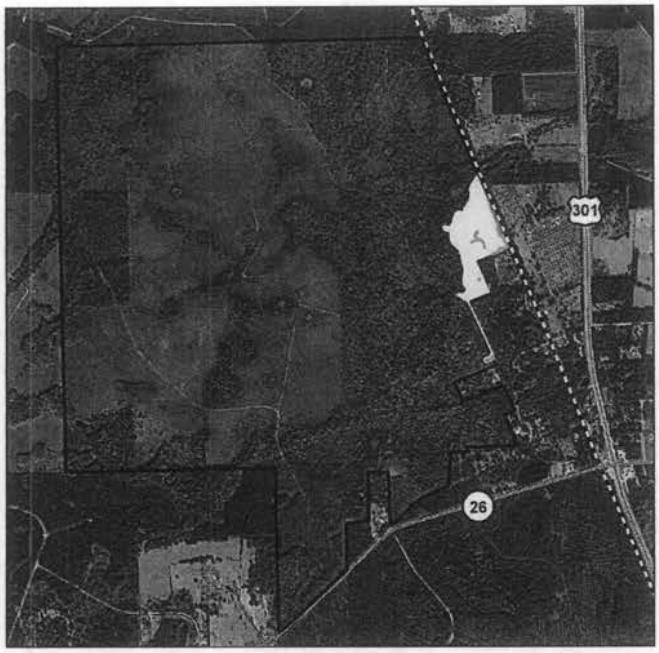
Exhibit I - Balu Forest Prescribed Fire History Map

Balu Forest Boundary
February 2011
March 2010
February 2009
December 2008
November 2005
Dec 2005 - Feb 2006
April 2004
Feb - April 2002
Jan - March 2002
Major Roads
Railroad



DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Exhibit K - Balu Forest 2010 Exotic Treatment Area



Balu Forest Boundary
High Density Cogongrass
High Density Camphor
High Density Chinese Tallow
Low Density Mixed Species
Major Roads
Railroad

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 reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

June 28, 2011 Regular BoCC Meeting
Agenda Item #20

Title
Public Hearing for the Rochelle street vacation. (continued from the May 24th BoCC meeting) (Amended)

Amount
N/A

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

Recommendation
Adopt the Resolution to vacate portions of certain platted streets within the plat of Rochelle and execute the four (4) County Deeds to Reginald L. and Lanita H. Brown; Thomas H. and Cleo B. Jenkins; Rollin J. and Joan M. Hogan and Franklin S. and Cynthia J. Morgan.That the Chair be authorized to execute any additional documents approved by the County Attorney, necessary to complete this transaction.

Alternative(s)
Do not adopt the Resolution and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works

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

Documents Requiring Action
Resolution vacating various portions of streets in the plat of Rochelle and County Deed to Reginald L. & Lanita H. Brown, Tax Parcel 18177-000-000; County Deed to Thomas H. & Cleo B. Jenkins, Tax Parcel's 18209-001-000 & 18209-005-000; County Deed to Rollin J. & Joan M. Hogan, Tax Parcel 18149-001-000; and County Deed to Franklin S. & Cynthia J. Morgan, Tax Parcel 18149-000-000.

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

Background
Alachua County Public Works Department has received an application from property owners, Reginald & Lanita Brown, Franklin & Cynthia Morgan, Rollin & Joan Hogan and Thomas & Cleo Jenkins requesting the vacation of portions of various platted paper streets within the plat of Rochelle. This request was originated by Reginald & Lanita Brown in order to eliminate the platted streets that lie within their property, identified as Tax Parcel Number 18177-000-000, to meet codes requirements in order to obtain a building permit for a single family residence. The other property owners joined the petition in order to eliminate portions of the various un-named platted paper streets that divide Tax Parcel Number 18209-001-000, owned by Thomas & Cleo Jenkins; Tax

Parcel Number 18149-003-000, owned by Franklin & Cynthia Morgan, and Tax Parcel Number 18149-001-0000, owned by Rollin & Joan Hogan. Public Works has reviewed the request and is making a favorable recommendation to the Board to consider vacating the portions of said streets as requested. The vacation of these portions of said streets have never been open or used, and will not deprive any person of a reasonable means of ingress and egress to his or her premises and will not materially interfere with the County's road system. This area of Rochelle is located south of County Road 2082, east of County Road 234 and west of SE 92 Terrace (private) in Rochelle, Florida. This Resolution is in accordance with Alachua County Code Chapter 324. This public hearing is being continued from the May 24, 2011 BoCC meeting at the request of the BoCC.

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

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Resolution_ROCHELLE.pdf
Attachment: ROCHELLE_STREET_VAC_6_28_2011.pdf
Attachment: CD_Brown_ROCHELLE.pdf
Attachment: CD_Hogan_ROCHELLE.pdf
Attachment: CD_Jenkins_ROCHELLE.pdf
Attachment: CD_Morgan_ROCHELLE.pdf

RESOLUTION 11-55

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By:_____
Lee Pinkoson, Chair

ATTEST:

J. K. Irby,
Clerk of Court

APPROVED AS TO FORM:

Alachua County Attorney

EXHIBIT "A"

Various portions of certain platted streets within the plat of Rochelle, as recorded in Plat Book "A", page 39, of the Public Records of Alachua County, Florida, lying between and adjacent to Tax Parcel Number 18149-001-000; 18149-003-000; 18177-000-000 and 18209-001-000, and being more particularly described as follows:

1. That portion of a 30-foot street lying between Block 1 and Block 2 running from the southerly line of Lot 8, Block 1 to the northerly line of Lot 5, Block 1.
2. That portion of a 60-foot un-named running in east, west direction between Block 2 and Block's 4 & 5.
3. All of that 30-foot un-named street lying between Block's 12 & 13 and Block's 15 & 16, running from the southerly line of Block's 15 & 16 to the southerly right of way line of SE 64 Place.
4. All of that 60-foot un-named street lying between the south line's of Lot 2, Block 14; Lot 6, Block 13 & Lot 6, Block 12 and the north line of Lot 1, Block 17; Lot 1, Block 16 & Block 15.
5. That portion of a 60-foot un-named street, lying between Block's 14 & 17 and Blocks 13 & 16, running northerly from the south line of Block 16 & 17 parallel and adjacent to the northerly boundary line of Lot 6, Block 13.

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

EXHIBIT "B"

PROOF OF PUBLICATION

WILL BE INSERTED

HERE PRIOR

TO THE

PUBLIC HEARING.

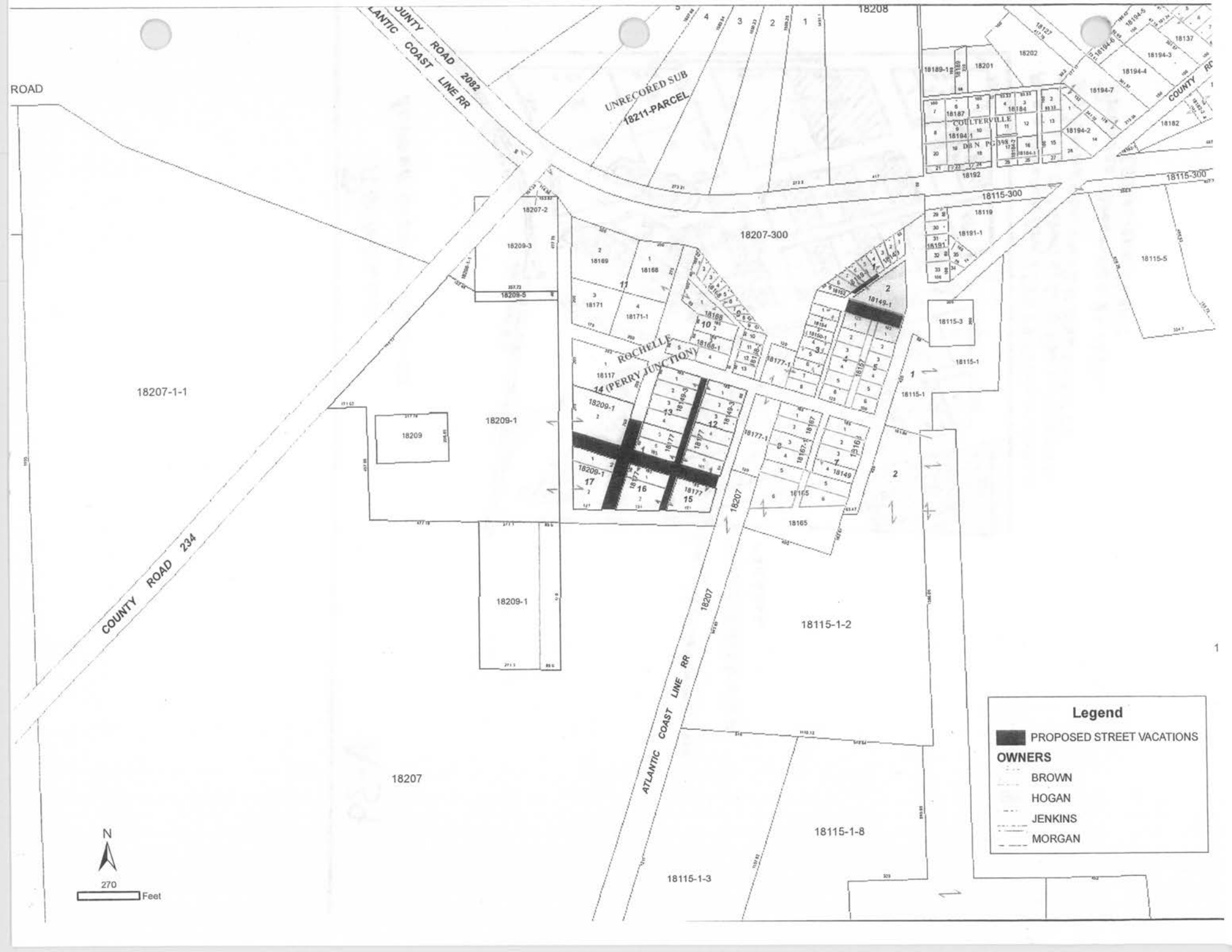
A-39

ROCHELLE

ALACHUA COUNTY, FLORIDA.

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

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


ROAD
COUNTY ROAD 2082
ATLANTIC COAST LINE RR
UNRECORED SUB
18211-PARCEL
18208
18207-300
18115-300
18207-1-1
18209-1
18209
18209-3
18209-5
18207-2
18207
COUNTY ROAD 234
ATLANTIC COAST LINE RR
18115-1-2
18115-1-8
18115-1-3
18115-1
18115-3
18115-5
ROCHELLE
(PERRY JUNCTION)
COULTERVILLE
18187
18194-1
18194-2
18194-3
18194-4
18194-5
18194-6
18194-7
18189-1
18201
18202
18127
18137
18182
18192
18119
18191-1
18191
18149-1
18149-2
18149
18177-1
18177
18167-1
18167
18165
18117
18168
18168-1
18169
18171
18171-1
18184
18184-1
18194-2
Legend
PROPOSED STREET VACATIONS
OWNERS
BROWN
HOGAN
JENKINS
MORGAN
N
270
Feet

SE COUNTY RD 2082
SE 64 PL
SE COUNTY RD 234
SE 92 TER
18115-1-2
18115-1-8
N
1 inch = 500 feet
Legend
PROPOSED STREET VACATIONS
OWNERS
BROWN
HOGAN
JENKINS
MORGAN

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

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

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

COUNTY DEED

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

W I T N E S S E T H:

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

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby,
Clerk of Circuit Court

APPROVED AS TO FORM

_____
County Attorney

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

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

COUNTY DEED

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

W I T N E S S E T H:

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby,
Clerk of Circuit Court

APPROVED AS TO FORM

_____
County Attorney

EXHIBIT "A"

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

Also

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

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

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

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

COUNTY DEED

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

W I T N E S S E T H:

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby,
Clerk of Circuit Court

APPROVED AS TO FORM

_____
County Attorney

EXHIBIT "A"

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

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

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

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

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

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

Part of Tax Parcel #18177-000-000
Plat of Rochelle
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this 28 day of June, A.D., 2011, by **ALACHUA COUNTY, FLORIDA,** a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, as party of the first part, and **REGINALD L. BROWN and LANITA HOGAN BROWN, husband and wife,** whose mailing address is 2576 Westminster Terrace, Oviedo, FL 32765, as party of the second part;

W I T N E S S E T H:

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby,
Clerk of Circuit Court

APPROVED AS TO FORM

_____
County Attorney

EXHIBIT "A"

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

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

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

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

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

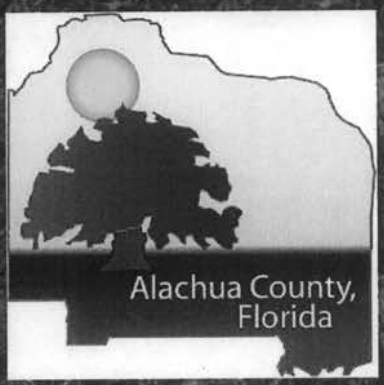
That part of an un-named Street being more particularly described as follows:

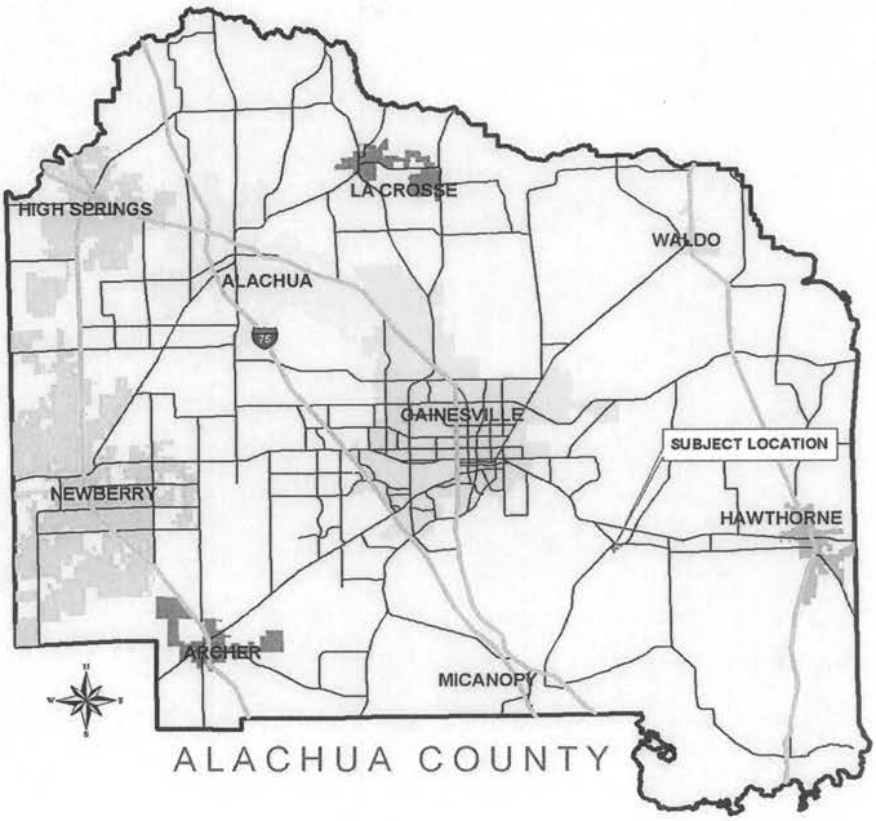
Commence at the southeast corner of Block 12 for the **Point of Beginning**; thence southerly along the southerly prolongation of the easterly boundary line of said Block 12 to the northeast corner of Block 15; thence westerly along the northerly line of said Block 15 to the northwest corner of said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

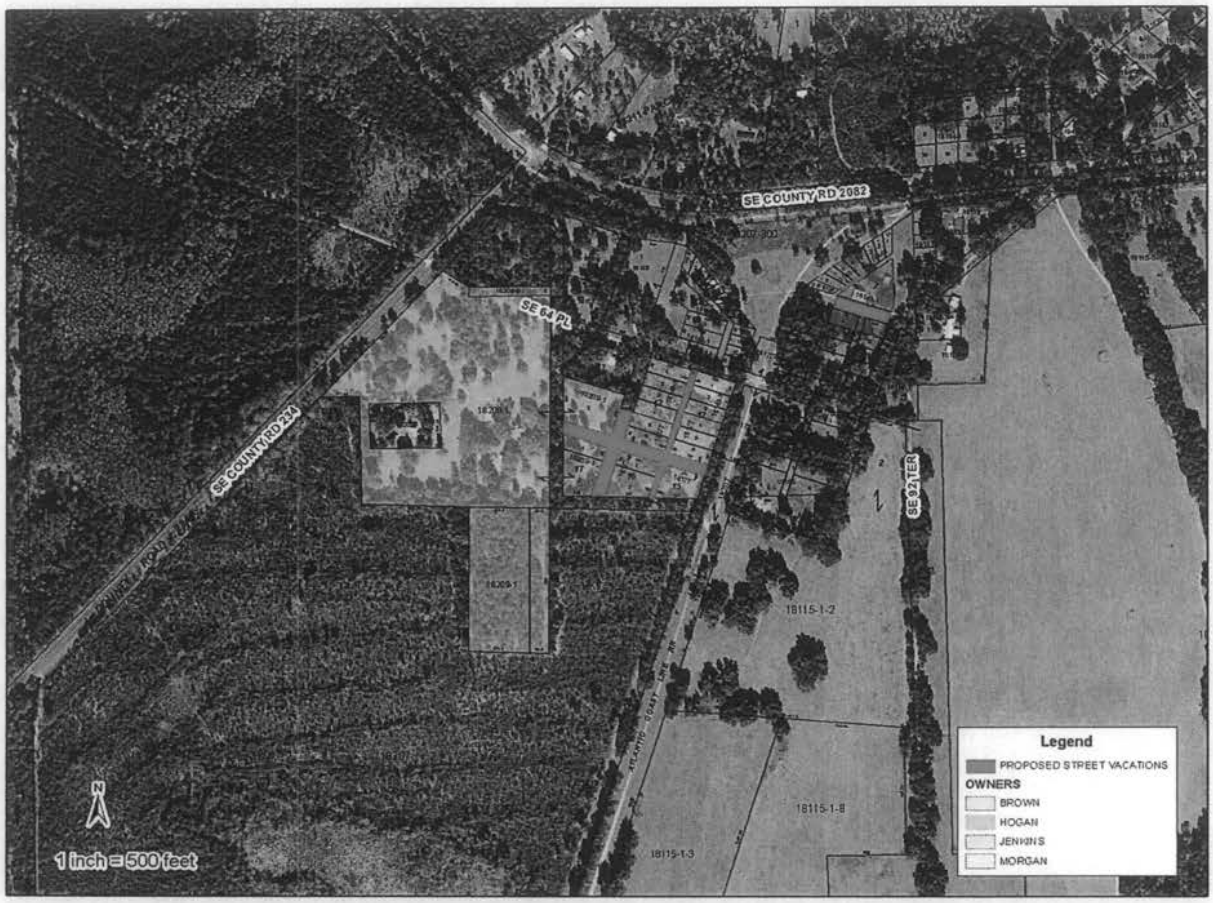
All lying and being in Section 29, Township 10 South, Range 21 East, of Alachua County, Florida.

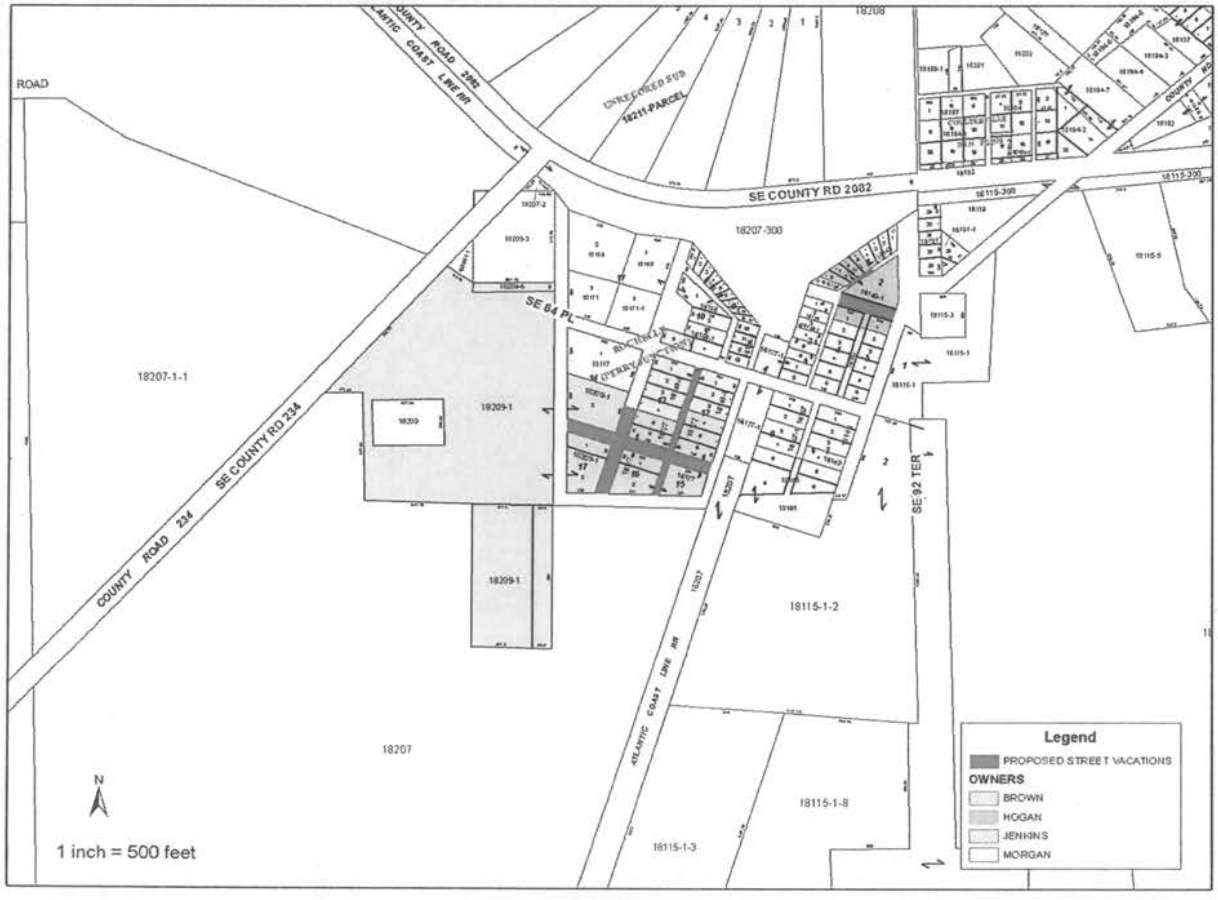
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING

- ROCHELLE
- STREET VACATION
- JUNE 28, 2011 (continued from May 24, 2011)
- 5:00 P.M.






SE COUNTY RD 2082
SE 64 PL
SE COUNTY RD 234
SE 92 TER
18115-1-2
18115-1-8
18115-1-3
Legend
PROPOSED STREET VACATIONS
OWNERS
BROWN
HOGAN
JENKINS
MORGAN
1 inch = 500 feet


ROAD
SE COUNTY RD 2082
UNENCLOSED SUB
18211-PARCEL
18207-300
SE 64 PL
18207-1-1
18209-1
COUNTY ROAD 234
SE COUNTY RD 234
SE 92 TER
18115-1-2
18207
18115-1-8
18115-1-3
Legend
PROPOSED STREET VACATIONS
OWNERS
BROWN
HOGAN
JENKINS
MORGAN
1 inch = 500 feet

ROCHELLE.

ALACHUA COUNTY, FLORIDA.

A-39

FILED OCTOBER 11TH, 1892. TO CORRECT ERROR IN OLD PLAT D.H. HUNTLEY, LAND COMMISSIONER THE FLORIDA SOUTHERN RAILROAD CO.

RECORDED DECEMBER 24, 1892.

J.R. CARLISLE, CLERK.

June 28, 2011 Regular BoCC Meeting
Agenda Item #21

Title
Small Cities CDBG Application Public Hearing (Amended)

Amount
$750,000.00

Description
First of two Public Hearings required to obtain citizen input on community development needs re: FFY 11 Community Development Block Grant Application Cycle.

Recommendation
Conduct Public Hearing to obtain citizen input on community development needs; direct Growth Management staff to prepare an application in the amount of $750,000 for the FFY 2011 Florida Small Cities CDBG Program for Housing Rehabilitation.

Alternative(s)
Select a different grant category such as Neighborhood Revitalization grant or a Commercial Revitalization Grant.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
Public Hearing 1 Presentation Public Hearing Notice NOFA Notice of Funding Availability

Documents Requiring Action
None

Executive Summary
As part of the Florida Small Cities Community Development Block Grant (CDBG) application process, Alachua County must hold two public hearings to obtain citizen input on community development needs and to provide citizens an opportunity to comment on the grant application in the amount of $750,000 by the due date of August 15, 2011. The Board is being requested to make a decision as to whether to apply and which of the following three categories to apply for funding: Housing Rehabilitation, Neighborhood Revitalization, or Commercial Revitalization.

Background
On June 14th, 2011, the Board authorized staff to advertise a public hearing for June 28th, 2011, to obtain citizen views about community development needs, as part of the application process for FFY 11 CDBG funding. This hearing is the first of two public hearings to encourage public participation in the FFY 2008 Flrodia Small Cities CDBG application process. At this public hearing,testimony may be given by citizens and staff regarding community development needs which may be addressed through CDBG. The second public hearing is scheduled for August 9, 2011, to obtain citizen comments on the grant application and to approve the application for submission to the State of Florida. The due date for the application is August 15, 2011.

Issues

Alachua County may submit an application for either Housing Rehabilitation, Neighborhood Revitalization, or Commercial Revitalization. Staff has no viable projects to recommend in the category of Neighborhood Revitalization or Commercial Revitalization at this time. As SHIP funding was eliminated in FY 11, and is uncertain for FY 12, CDBG is the only viable alternative to assist very low and low-income households with major home repairs at this time. The public hearing notice will be advertised at least five days prior to the public hearing in accordance with CDBG regulations.

Fiscal Recommendation
There is no adverse fiscal impact regarding this recommendation.

Fiscal Alternative(s)
n/a

Funding Sources
Small Cities Community Development Block Grant funding

Account Code(s)
204-6500-331.54-00

Attachment: NOFA.pdf
Attachment: 1st PH Ad Revised 6 2 11.pdf

Alachua County Community Development Block Grant

Application for Funding

1st Public Hearing
June 28, 2011

Purpose

- Two public hearings are required for a Community Development Block Grant (CDBG) application.
- This first public hearing will allow citizens' and commissioners' input, outline CDBG grant categories, and provide a staff recommendation on a CDBG grant category.
- The second public hearing, in September, will allow for public comments before the CDBG grant application is submitted.

Background

The CDBG Program is:

- A federal grant program that, through the State of Florida, Alachua County is eligible to apply for;
- A primary source of funding for housing and community development;
- Used for a variety of community development activities such as residential and nonresidential property rehabilitation, homeownership assistance, and economic development.

CDBG Objectives

National objectives:

- Undertake activities that principally benefit low and moderate income persons;
- Prevent or eliminate slum or blight;
- Address urgent needs of recent origin for which there is no other funding.

Small Cities CDBG Program

Florida's Small Cities CDBG Program:

- Funded by the U.S. Department of Housing and Urban Development (HUD);
- Administered by the Department of Community Affairs (DCA);
- Available to cities with less than 50,000 residents and counties with less than 200,000 residents.

Grant Categories

There are four primary categories under which Alachua County may apply for funding:

- Housing Rehabilitation;
- Neighborhood Revitalization;
- Commercial Revitalization;
- Economic Development.

Housing Rehabilitation

Objective is to improve housing conditions and expand housing opportunities for very low, low, and moderate income persons by:

- Rehabilitation of substandard houses;
- Demolition of dilapidated housing;
- Relocation to replacement housing;
- Installation of wells/septic tanks (where potable water or sewer service is not available);
- Mitigation of future natural disaster hazards.

Neighborhood Revitalization

Objective is to revitalize declining neighborhoods and improve infrastructure by addressing problems that influence neighborhood vitality by:

- Construction or improvement of infrastructure (roads, drainage, and water/sewer facilities);
- Construction/rehabilitation of neighborhood facilities that provide community services;
- Construction/rehabilitation of facilities for persons with disabilities and removal of architectural barriers;
- Mitigation of natural disaster hazards.

Commercial Revitalization

Objective is to revitalize commercial areas that are showing signs of decline by:

- Repair/rehabilitation of building facades;
- Construction/reconstruction of streets, utilities, public spaces, parking facilities, etc.;
- Acquisitions of substandard or blighted properties to carry out a redevelopment plan.

Economic Development

Objectives are to provide long-term jobs, promote private capital investment, and expand local tax bases by:

- Providing job training and placement;
- Expanding infrastructure to attract or retain businesses;
- Acquisition, construction, or rehabilitation of commercial/industrial buildings and structures;
- Purchase of capitalized machinery and equipment.

Previous CDBG Funded Projects

Alachua County has successfully applied for funding and implemented projects under the Housing Rehabilitation category.

Grant Application

- The state does not target Small Cities CDBG funding to particular areas.
- The application process favors local governments that have undertaken fair housing and equal opportunity activities.
- Grants are awarded based on competitively-scored applications.

Grant Ceiling

- The LMI population determines the amount of money that can be received.
- Alachua County is eligible to apply for $750,000 in funding.

CITY OR COUNTY LMI POPULATION	GRANT CEILING
1 - 499	$600,000
500 - 1,249	$650,000
1,250 - 3,999	$700,000
4,000 - 10,549	$750,000
10,500 & above	$750,000

Application Process

- Select a grant category that meets community needs after hearing citizens' and commissioners comments during 1st public hearing;
- Create grant application;
- Finalize and submit application after public review and comment during 2nd public hearing;

Recommendation

- Identifying projects for Neighborhood or Commercial Revitalization or Economic Development Categories requires long-term planning, thorough data collection, and availability of time and resources;
- The County has had success and has experience in applying for and implementing Housing Rehabilitation grants;
- There is a need for projects within the Housing Rehabilitation category in the community;
- Staff recommends that the County apply for a CDBG grant to fund Housing Rehabilitation projects.

Next Steps

- Staff will prepare grant application as directed;
- A 2nd public hearing for citizens' and commissioners' review and comment will be held August 9, 2011;
- County will submit grant application to DCA before the August 15, 2011deadline.

NOTICE OF FUNDING AVAILABILITY
DEPARTMENT OF COMMUNITY AFFAIRS
FLORIDA SMALL CITIES CDBG PROGRAM

The Department of Community Affairs (DCA) announces funding availability under the Florida Small Cities Community Development Block Grant (CDBG) Program. The Department will allocate approximately $22.6 million of Federal Fiscal Year 2011 funding for the Commercial Revitalization ($1.35 million), Housing Rehabilitation ($5.43 million) and Neighborhood Revitalization ($9.05 million) categories. In order to be eligible to apply in these categories, applicants cannot have an open grant in any of the three program categories or an open Planning and Design Specifications grant.

The Department also has approximately $6.78 million available in the Economic Development category for job creation/retention activities. In the event that funds in this category remain available after the application deadline, applications in the Economic Development category will be reviewed and eligible applications will be awarded subgrants on a first-come, first served basis.

Also, approximately $1.24 million for the Emergency Set-Aside is designated for state-declared emergencies. These funds will be available from April 1 of the year for which they are allocated through the third quarter (March 31) of the next State fiscal year. Any funds in the set-aside for which a notice of intent to submit an emergency application has not been received prior to March 31 will be reallocated in accordance with Section 290.044 (4), Florida Statutes.

Eligible local governments must meet specific population requirements and cannot be participants in a CDBG Urban Entitlement Program. The population requirements are: cities with not more than 50,000 residents and counties with not more than 200,000 residents. The application process is conducted in accordance with Sections 290.0401 – 290.048, Florida Statutes, and Rule Chapter 9B-43, Florida Administrative Code.

The Federal Fiscal Year 2011 application cycle for all of the above-mentioned categories of funding will begin ("open") July 1, 2011 and end ("close") at 5:00 p.m. EDT on August 15, 2011 ("the deadline date"). Applications must be submitted on forms required by and in the format specified by the Department and must be received in the Florida Small Cities CDBG Program Office, Department of Community Affairs, Sadowski Building, Room 260, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 by 5:00 P.M. EST on the deadline date. An electronic copy of the application in Microsoft Word or Adobe PDF format (on a CD) can be submitted as the second copy of the application, as long as one complete hard copy with original signatures is submitted.

If you have questions, please contact the CDBG grants management staff or Jacquelyn Dupree, Community Program Manager of the Small Cities CDBG Program, at 850/487-3644 or by email at jackie.dupree@dca.state.fl.us.

ALACHUA COUNTY
NOTICE OF FIRST PUBLIC HEARING

John R. "Jack" Durrance Auditorium – Room 209
Alachua County Administration Building

Alachua County is considering applying to the Florida Department of Community Affairs (DCA) for a FY 2011 Small Cities Community Development Block Grant (CDBG) of up to $750,000. These funds must be used for one of the following purposes:

1. To benefit low and moderate income persons; or

2. To aid in the prevention or elimination of slums or blight; or

3. To meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such needs.

The activity categories for which these funds may be used are in the areas of housing, neighborhood and commercial revitalization, or economic development (new jobs). Eligible uses of funds include such physical improvement activities as housing and commercial building rehabilitation, clearance, water and sewer improvements, street improvements, drainage, housing site development, parking, and loans to businesses. Additional information regarding the range of activities that may be undertaken will be provided at the public hearing.

For each activity that is proposed, at least 70% of the funds must benefit low and moderate income persons.

In developing an application for submission to DCA, the County must plan to minimize displacement of persons as a result of planned CDBG activities. In addition, the County is required to develop a plan to assist displaced persons.

The public hearing to receive citizen views concerning the community's housing, economic and other community development needs will be held on **June 28, 2011 at 5:00 p.m.** or as soon as possible thereafter, during the Alachua County Commission Meeting, Alachua County Administration Building, John R. "Jack" Durrance Auditorium, 12 SE 1st St. Gainesville, FL, Room 209. Persons with disabilities or who are non-English speaking and need an accommodation to participate in the hearing should contact the Alachua County Equal Opportunity Office at **(352) 374-5275** or (TDD#) **(352) 374-5284** at least three business days prior to the meeting.

A FAIR HOUSING/EQUAL OPPORTUNITY/EQUAL ACCESS JURISDICTION

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 27, 2011

Mr. Stefan Kulakowski
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Re: Alachua County CDBG-HR Program
DCA Contract #09DB.4N.03.11.01.H19
Closeout Certification Letter

Dear Mr. Kulakowski:

Alachua County certifies that all houses completed with CDBG funds were within the limits of county's unincorporated jurisdiction pursuant to 9B-43, F.A.C.

Should you have any questions or need any additional information, please contact Jay Moseley at (352) 381-1975.

Sincerely,

Lee Pinkoson, Chair
Alachua County Commission
Chr11.087

TW/SL/kj

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

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

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

June 28, 2011 Regular BoCC Meeting
Agenda Item #22

Title
ZOS-05-10. Special Use Permit Request for a 130 unipole personal wireless service facility at 3020 SW 75th Street (Tower Road Public Library) (Amended)

Amount
N/A

Description
A request by T-Mobile South LLC for a 130 foot unipole (concealed) personal wireless service facility at 3020 SW 75th Street (Tower Road Public Library)

Recommendation
Approve Resolution Z-11-09 allowing a 130 foot unipole personal wireless service facility to be constructed at 3020 SW 75th Street.

Alternative(s)
Do not approve Resolution Z-11-09

Requested By
Missy Daniels, Senior Planner, 374-5249

Originating Department
Growth Management

Attachment(s) Description
Application Materials including Radio Frequency information, Staff Report, Resolution, Power Point Presentation

Documents Requiring Action
Resolution Z-11-09

Executive Summary
T-Mobile is requesting approval of a 130 foot unipole personal wireless service facility (PWSF) in order to provide in-home coverage in this area of the County. The unipole design contains all of the antenna within the structure so they will not be visible. This request for a 130 foot tower in the Institutional land use designation falls under the Tier Three category of the Personal Wireless Facilities ordinance (Chapter 404, Article 12) and as such requires approval of a special use permit by the Board of County Commissioners.

Background
T-Mobile is requesting approval of a 130 foot unipole personal wireless service facility (PWSF) in order to provide in-home coverage in this area of the County. The unipole design contains all of the antenna within the structure so they will not be visible. This request for a 130 foot tower in the Institutional land use designation falls under the Tier Three category of the Personal Wireless Facilities ordinance (Chapter 404, Article 12) and as such requires approval of a special use permit by the Board of County Commissioners. The Planning Commission hearing was held on May 18, 2011. Questions from the public centered around the possibility of co-locating on the nearby Gillen Broadcasting tower on SW 24th Avenue. The applicant explained why the Tower Road library location best met the needs of T-Mobile and their subscribers. The Special Use Permit request was

recommended for approval by a 5-2 vote. After analyzing the application, staff concludes that the proposed tower will not have a visual impact from most of the surrounding roadways or properties. The applicant is proposing a unipole design that will conceal the antenna to further reduce the visual impact. The wooded area surrounding the tower and nearby neighborhoods and the additional landscaping the applicant intends to install along the property lines will further buffer any view from the church next door or SW 26th Place. The application is consistent with the Comprehensive Plan and ULDC and staff recommends approval of application ZOS-05-10

Issues
Opposition from some surrounding neighbors wanting T-Mobile to co-locate on the Gillen Broadcasting tower on SW 24th Avenue.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: PowerPoint_ZOS0510.pdf
Attachment: APPLICATION.pdf
Attachment: ENVIRONMENTAL_CHECKLIST.pdf
Attachment: FCC_LICENSE.pdf
Attachment: MAILED_NOTICE_AFFIDAVIT.pdf
Attachment: MEMO.pdf
Attachment: Preliminary_Const_Drawings.pdf
Attachment: RF_with_Gillen.pdf
Attachment: SURVEY.pdf
Attachment: TECH_DATE.pdf
Attachment: Tree_Survey.pdf
Attachment: Tree_Survey_Letter.pdf
Attachment: Resolution_Z_11_09.pdf
Attachment: INFORMATION_TMOBILE_ADJ_FACILITIES.pdf
Attachment: Staff_Report_ZOS_05_10.pdf
Attachment: DEED.pdf
Attachment: OVERVIEW_MAP.pdf
Attachment: Photosims_2nd_at_130.pdf
Attachment: PROPERTY_OWNER_AFFIDAVIT.pdf

RESOLUTION Z-11-09

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA FOR A SPECIAL USE PERMIT TO ALLOW A 130 FOOT UNIPOLE PERSONAL WIRELESS SERVICE FACILITY IN AN A(AGRICULTURE) DISTRICT AND INSTITUTIONAL LAND USE DESIGNATION ON APPROXIMATELY 10.06 ACRES LOCATED AT 3020 SW 75TH STREET ON TAX PARCEL 06850-003-000.

WHEREAS, Zoning Application ZOS-05-10 has been duly filed and was considered by the Alachua County Planning Commission at its meeting of May 18, 2011; and,

WHEREAS, the Application was considered by the Alachua County Board of County Commissioners at its meeting of July 12, 2011,

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

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 JUL 22 AM 9:59

Zoning Application ZOS-05-10, a request by T-Mobile South LLC, applicant and Alachua County Library District, owner, for a special use permit to allow a 130 foot unipole personal wireless service facility in an 'A' (Agriculture) district and Institutional Land Use designation on approximately 10.06 acres located at 3020 SW 75th Street, on tax parcel 06850-003-000, as summarized in "Exhibit A" in this resolution, is hereby approved with the following Conditions and Bases:

Conditions:

1. This Special Use Permit is issued to allow construction and operation of a 130 foot unipole personal wireless service facility (PWSF) on approximately 10.06 acres located at 3020 SW 75th Street on tax parcel number 06850-003-000.

2. The facility shall use a unipole design and shall be located as depicted on the attached site plan (Exhibit B).

3. The applicant shall comply with all federal, state, and local laws, rules, regulations, and ordinances, including Chapter 404, Article 12 of the Alachua County Unified Land Development Regulations, now and hereafter in force, which may be applicable to the use of the site. Any violation of the above conditions shall be grounds for suspension or revocation of this Special Use Permit by the Alachua County Board of County Commissioners.

Bases:

1. ***Policy 5.2.1* of the Future Land Use Element** lists criteria that shall be used to determine the appropriateness of potential locations for institutional uses including *compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual*

effect, traffic generation, odors. The photosimulations included with the application demonstrate that the structure will not have a visual impact on most of the surrounding properties. The unipole design of the tower and placing the tower in a wooded area virtually eliminates the visual impact on neighboring properties. The surrounding area is characterized by the library, residential properties and a church. Trees cover the area immediately surrounding the site of the tower. The unipole design is one of the preferred tower designs for new towers. The proposed tower is consistent with Policy 5.2.1.

2. ***Objective 5.5* of the Future Land Use Element** requires designing and locating personal wireless service facilities, among other institutional uses, to eliminate or minimize adverse visual impacts. This tower is being located in a wooded area and is barely visible in two photosimulations and not visible in the rest. The unipole design and height under 200 feet (130 feet requested) minimizes any adverse visual impact on the landscape as a tower under 200 feet does not require lighting.

3. ***Policy 5.8* of the Future Land Use Element** states that *The County shall facilitate the deployment of personal wireless services and facilities (PWSFs) in a manner that balances needs for economic development, environmental protection, and minimization of adverse visual impacts in Alachua County. PWSFs should: ...use the least obtrusive mount for deploying service, including minimizing the height and silhouette to have the minimum visual impact possible.*

The unipole design proposed is one of the least visually obtrusive means of constructing a new PWSF at this height. The RF review concludes that a height of 15 to 20 feet above the tree line would give the applicant the needed coverage. The applicant included a tree height survey that shows the trees in the area are 80 – 100 feet tall. The requested 130 feet is appropriate to clear the tree height and is consistent with Policy 5.8.

4. ***Policy 7.1.2* of the Future Land Use Element** states that proposed changes to the zoning map shall consider consistency with the Comprehensive Plan, availability and capacity of public facilities, the relationship of the proposed development to existing development in the vicinity and environmental justice issues. The analysis of Levels of Service demonstrates that there are adequate public facilities to serve the proposed PWSF. The tower is to be located behind another institutional use, the Tower Road Public Library. There are no environmental justice issues associated with this special use permit request. The Comprehensive Plan requires designing and locating personal wireless service facilities in the least visually intrusive manner and to minimize or eliminate adverse visual impact. The applicant has justified the proposed height of the tower by including a tree height survey of the area. There is very minimal visual impact from the tower due to the surrounding vegetation. This request for a 130 foot unipole tower is consistent with Policy 7.1.2.

5. ***Policies 1.2.4 and 1.2.5* of the Capital Improvements Element** require public facilities to be available concurrent with new development. There are adequate public facilities to serve the proposed PWSF. The proposed tower would have a couple of trips a month for maintenance, which is considered to be a de minimus traffic impact (fewer than 10 average annual daily trips). A cell tower has no impact on schools, water and sewer, and will not cause the LOS for Emergency Services to be exceeded.

6. ***Section 404.54 (c) of the Unified Land Development Code*** *states that proposed PWSFs shall be located in an area where the adverse visual impact on the community is minimized, as demonstrated by the Visual Impact Analysis Report described in §404.57(c).* The applicant's Visual Impact Analysis and photosimulations demonstrate that the tower will not be visible from most of the surrounding area. The tower's design is a slim silhouette and the area is wooded. In addition, the applicant has submitted RF and tree height information that demonstrates that this is the minimum height necessary for service. This request is consistent with Section 404.54(c).

7. ***Section 404.54(c) of the Unified Land Development Code (ULDC)*** *states that all PWSFs should be designed in such a way to minimize the adverse visual impact on the community. This may include reducing the height and silhouette in order to create the least adverse visual impact. The minimum height necessary to provide the applicant carrier's designed service to the area should be utilized,*

as verified by an independent radio frequency (RF) analysis. In general, a monopole tower or concealed tower is considered to have less visual impact than alternative tower designs. The proposed tower is a unipole (concealed tower) design, the preferred design for a new tower. The RF review concluded that as long as the tower was 15 to 20 feet above tree height the requested service could be provided. The tree height survey shows some tree heights in the area at 100 feet. The proposed 130 height of the tower is consistent with the RF review conclusion. In addition, the tower at 130 feet is barely visible. The adverse visual impact has been minimized consistent with Section 404.54(c).

8. ***Section 402.124* of the ULDC** describes the criteria for review of special use permits. The Board of County Commissioners shall, as part of a decision to approve an application for a special use permit, make a finding that the proposed use is consistent with the Comprehensive Plan and Unified Land Development Code (ULDC) and is compatible with the existing and future land use pattern, and that the use will not adversely affect the health, safety, and welfare of the public. As shown in the above bases, the application is consistent with both the Comprehensive Plan and the ULDC. The tower, as proposed in its design is compatible with the surrounding land uses and the use will not adversely affect the health, safety, or welfare of the public.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 12th day of July, 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

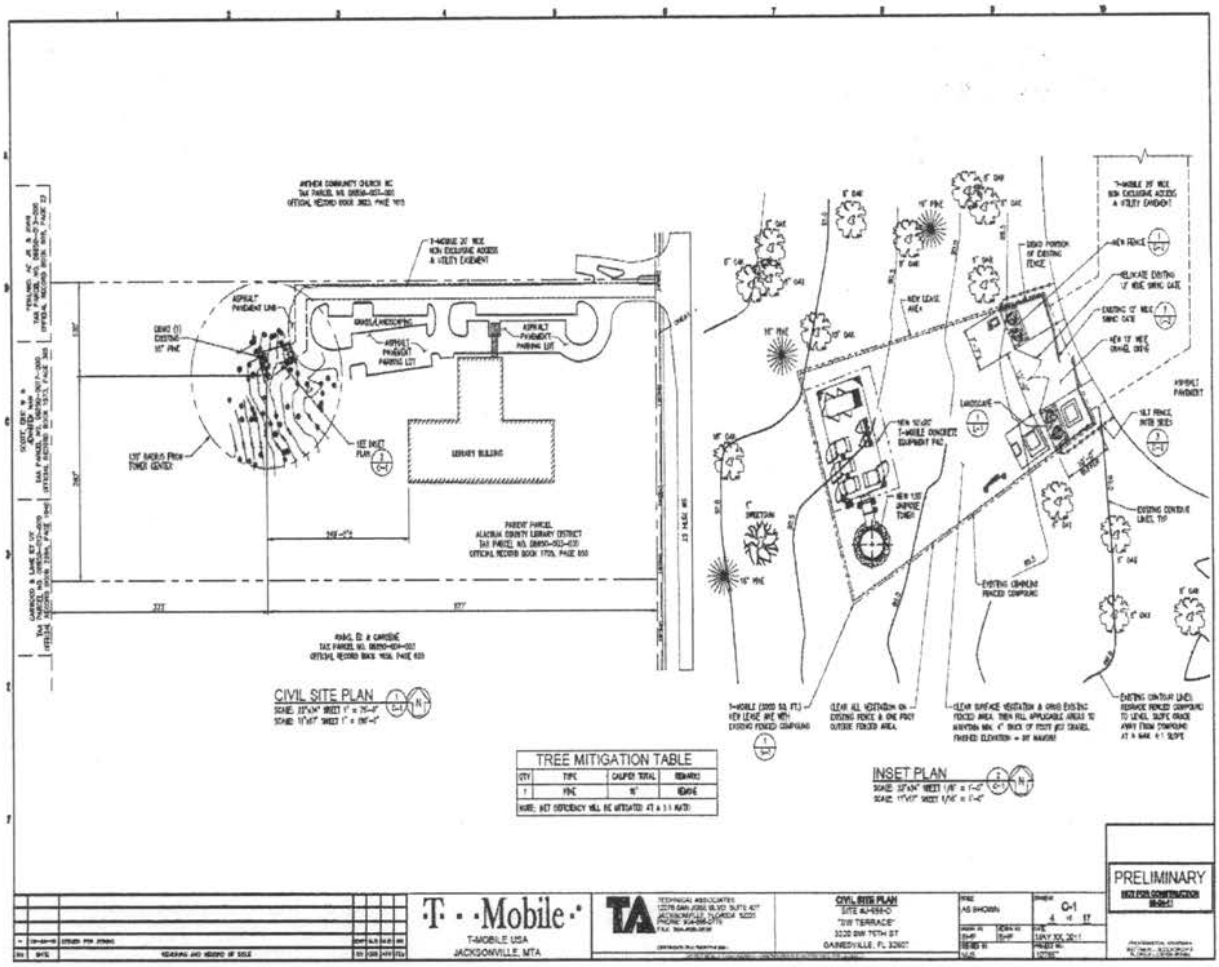
Authorized Designee

Exhibit A

The South 417.5 feet of the North 1915 feet of the East 1100 feet of Section 17, Township 10 South, Range 19 East, Alachua County, Florida.

LESS the East 50 feet reserved for road right-of-way.

Exhibit B



Alachua County
Office of Planning and Development Staff Report

Application Number: ZOS-05-10 Staff Contact: Missy Daniels. Sr. Planner
352-374-5249

Planning Commission Hearing Date: **May 18, 2011**
Board of County Commissioners Hearing Date: **June 28, 2011**

SUBJECT: A request for a special use permit to allow a 130 foot unipole Personal Wireless Service Facility

APPLICANT/AGENT: T-Mobile South LLC/ Mary Solik, Esq.

PROPERTY OWNER: Alachua County Library District

PROPERTY DESCRIPTION:
Location: 3020 SW 75th Street
Parcel Numbers: 06850-003-000
Section/Township/Range: 17-10-19
Land Use: Institutional
Zoning: RE (Residential Estate)
Existing Use: Library
Acreage: 10.06

PREVIOUS REQUESTS: None

ZONING VIOLATION HISTORY: None

STAFF RECOMMENDATION: Approval with conditions and bases

PLANNING COMMISSION: Approval 5-2

ANALYSIS

Background

T-Mobile is requesting approval of a 130 foot unipole personal wireless service facility (PWSF) in order to provide in-home coverage in this area of the County. The unipole design contains all of the antenna within the structure so they will not be visible. This request for a 130 foot tower in the Institutional land use designation falls under the Tier Three category of the Personal Wireless Facilities ordinance (Chapter 404, Article 12) and as such requires approval of a special use permit by the Board of County Commissioners.

The Planning Commission hearing was held on May 18, 2011. Questions from the public centered around the possibility of co-locating on the nearby Gillen Broadcasting tower on SW 24th Avenue. The applicant explained why the Tower Road library location best met the needs of T-Mobile and their subscribers. The Special Use Permit request was recommended for approval by a 5-2 vote.

Chronology

Application submitted: September 27, 2010
Original Report Released: November 10, 2010
Local Planning Agency Hearing: May 18, 2011
BoCC Hearing: June 28, 2011

COMPREHENSIVE PLAN CONSISTENCY

The proposed special use permit has been analyzed for consistency with the Comprehensive Plan. A personal wireless service facility is considered an institutional use and the proposed location is within an Institutional land use category. The institutional policies of the Comprehensive Plan are analyzed below:

Policy 5.1.2 *The following uses are considered institutional and governmental uses in Alachua County:*

...

c. Public Utility, Communications or Infrastructure Services (e.g. utility transmission and distribution facilities, landfills).

Consistency: Personal Wireless Service Facilities are considered communications infrastructure and are therefore listed as an institutional use.

5.2 LOCATION AND COMPATIBILITY

Policy 5.2.1 *The following criteria shall determine the appropriateness of potential institutional locations and uses requiring special use permits shall be demonstrated prior to establishing the institutional use:*

a. Optimum service area.
b. Optimum operating size.
c. Access to clientele.
d. Compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.
e. Nature of service provision.
f. Needs of the clientele.
g. Availability and adequacy of public infrastructure to serve the particular use.
h. Preservation and strengthening of community and neighborhood character through design.
i. Consistency with the goals, objectives, and policies of the Conservation and OpenSpace Element.

As an institutional use, the seven factors noted above must be evaluated when determining the appropriateness of the proposed PWSF.

1. ***Optimum Service Area.***
2. ***Optimum Operating Size***

The Personal Wireless Service Facility (PWSF) ordinance implementing the Comprehensive Plan requires that the applicant submit information on proposed or built adjacent cell sites in order to analyze the necessary height of the proposed antenna. This information has been submitted and analyzed. The RF review shows that the proposed height of the tower could be lowered and that 15 – 20 feet above the tree line should give T-Mobile their needed coverage. In response to the RF review, the applicant submitted a tree height survey which showed tree heights ranging between 80 and 100 feet. The applicant's request of 130 feet would give the tower adequate tree clearance to provide the coverage the applicant is seeking in this area of the County.

3. ***Access to clientele.*** This criterion is not applicable to the analysis of the PWSF. Public access is not required for the subject request. Providing service through the proposed structure will give the clientele access to their phones in this area.

4. ***Compatibility with Surrounding Uses.*** As shown in the photo simulations, the structure will not have much of a visual impact from the surrounding properties. The surrounding area is characterized by residential neighborhoods and a church and is also wooded. The tower is being designed as a unipole, which is considered the least visually intrusive new tower type. The view from the church next door, which is the closest structure, and houses on SW 26th Place, will be buffered by existing trees. In addition, the applicant is proposing that any required landscaping be planted at the edge of the property to further buffer these views.

5. ***Compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.*** The site is heavily wooded and the tower at 130 feet will not have to be lighted. The tower will receive only a few visits a month for maintenance and will not generate noise or odors.

6. ***Nature of Service Provision.*** It is unclear how this criterion is applicable to the wireless service. T-mobile has submitted information indicating their need and desire to locate at this site.

7. ***Needs of the Clientele.*** The proposed facility should serve a demonstrated need of the clientele. T-Mobile needs additional service in this area of the County and this tower will provide that.

8. ***Availability and adequacy of infrastructure to serve the particular use.*** The requested use has very little impact on existing infrastructure. The infrastructure to support the proposed use is adequate and in place as demonstrated by the Level of Service analysis.

9. ***Preservation and strengthening of community and neighborhood character through design.*** The proposed tower is a unipole tower. The unipole design is preferred for a new tower. This tower will not have an impact on community character because it will not be visible from most surrounding properties as shown in the photosimulations. The church and house on SW 26th Place, where the tower is visible, will be buffered with additional landscaping planted along the northern property boundary. The impact to the library patrons will be minimal as the tower is located in the back in the woods behind the west parking areas.

10. Consistency with the goals, objectives and policies of the Conservation and Open Space Element. All proposed storage tank systems must comply with the requirements of the Alachua County Hazardous Materials Management Code (HMMC). Any proposed removal of regulated trees will require a permit from Alachua County.

5.5 PUBLIC UTILITY, COMMUNICATION, OR INFRASTRUCTURE SERVICES
Infrastructure and utility structures, such as communication towers, personal wireless service facilities, radio and television antennas, water and sewer, and energy generation and distribution facilities shall be designed and located to eliminate or minimize adverse visual impacts on the landscape.

Consistency: This policy requires designing and locating personal wireless service facilities, among other institutional uses, to eliminate or minimize adverse visual impacts. This tower is being located in a wooded area and is only visible in two locations and not visible from the rest of the surrounding area. The unipole design and height under 200 feet (130 feet requested) minimizes any adverse visual impact on the landscape as a tower under 200 feet does not require lighting.

5.8 PERSONAL WIRELESS SERVICE FACILITIES

Policy 5.8 *The County shall facilitate the deployment of personal wireless services and facilities (PWSFs) in a manner that balances needs for economic development, environmental protection, and minimization of adverse visual impacts in Alachua County. PWSFs should:*

a. *use existing structures not originally built as antenna mounts, including, but not limited to rooftops, utility poles, and church steeples.*

Consistency: The applicant is building a new structure for this tower.

b. *use the least obtrusive mount for deploying service, including minimizing the height and silhouette to have the minimum visual impact possible;*

Consistency: The unipole design proposed is one of the least visually obtrusive means of constructing a new PWSF at this height. The RF review concludes that a height of 15 to 20 feet above the tree line would give the applicant the needed coverage. The applicant conducted a tree height survey (attached in the backup) that shows the trees in the area are 80 – 100 feet tall. This would mean the proposed 130 feet is appropriate to clear the tree height.

c. *be located, sited, and designed in a way that minimizes the adverse visual impact on the community.*

Consistency: As stated, the tower is located within a wooded area and will not have lighting.

d. *be located in such a way as to avoid impacting view corridors, vistas, and viewsheds.*

Consistency: The tower will not be impacting view corridors, vistas, or viewsheds.

e. *if ground-mounted, not be located in environmentally sensitive areas or passive recreation areas within Alachua County parks.*

Consistency: The proposed PWSF will not be located in environmentally sensitive or passive recreation areas of the County.

f. *not be placed or constructed on a historic structure, landmark or site that is eligible for listing in the National Register of Historic Places or is deemed of historic value by the State of Florida or Alachua County.*

Consistency: The proposed PWSF will not be located on a historic structure, landmark or site.

g. *not be located in conservation areas.*

Consistency: The proposed PWSF will not be located in a conservation area.

h. *not be located where the potential for bird kills is shown to exist.*

Consistency: The proposed PWSF will not be located in an area where the potential for bird kills is shown to exist and is a design and height that is the least hazardous to birds.

7.0 Implementation

Policy 7.1.2 *Proposed changes to the zoning map shall consider:*

a. *consistency with the goals, objectives, policies and adopted maps of the Comprehensive Plan*
b. *the availability and capacity of public facilities required to serve the development*
c. *the relationship of the proposed development to existing development in the vicinity and considerations relating to environmental justice*
d. *those factors identified by law, including that as a general matter an applicant is not entitled to a particular density or intensity within the range of densities and intensities permitted by the Comprehensive Plan, given due consideration of legitimate public purposes relating to health, safety, and welfare.*

Consistency: The analysis of Levels of Service below demonstrates that there are adequate public facilities to serve the proposed PWSF. The tower is to be located behind another institutional use, the Tower Road Public Library. There are no environmental justice issues associated with this special use permit request.

The Comprehensive Plan requires designing and locating personal wireless service facilities in the least visually intrusive manner and to minimize or eliminate adverse visual impact. The applicant has justified the proposed height of the tower by including a tree height survey of the area. The unipole tower design is also the least visually intrusive means of providing a new tower structure. In addition, there is very minimal visual impact from the tower due to the surrounding vegetation.

Levels of Service

The Alachua County Comprehensive Plan Capital Improvement Element requires that the public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of Level of Service Compliance (CLSC) be a condition of all final development orders. 'Concurrent' shall mean that all adopted levels of service (LOS) standards shall be maintained or achieved within a reasonable timeframe. Per **Policies 1.2.4** and **1.2.5** of the Capital Improvements Element of the Alachua County Comprehensive Plan, LOS standards have been adopted for various types of public facilities.

Traffic
The proposed tower would have a couple of trips a month for maintenance, which is considered to be a de minimus traffic impact (fewer than 10 average annual daily trips) and therefore is exempt from requiring a transportation concurrency determination.

Mass Transit
Policy 1.2.4 (F) states that a paratransit system shall be maintained in unincorporated Alachua County in order to provide 24-hour ambulatory and wheelchair service on a demand-responsive basis. MV/Paratransit is meeting this level of service standard.

Water and Sewer
This property is currently served by central water and sanitary sewer.

Drainage
Policy 1.2.4 (D) states that the minimum drainage LOS standard for residential development requires a floor elevation of one (1) foot above the 100-year/critical duration storm elevation. Any development at this site will be required to meet this standard at the time of final DRC approval.

Emergency Services
Policy 1.2.5 (A) states that the LOS standard for fire services within the Urban Service Area is as follows:

- Initial unit response within 4 minutes for 80% of all responses within a 12 month period.
- Fire protection service level of ISO (Insurance Service Office) Class Protection 4 or better.
- 100% of development shall provide water supply from hydrants.

This special use permit request will not cause the level of service standards to be exceeded.

Solid Waste
Policy 1.2.4 (C) states that the minimum level of service standard for solid waste disposal used for determining the availability of disposal capacity to accommodate demand generated by existing and new development, at a minimum, shall be 0.73 tons per person per year. In the year 2001-2002, there was generated 3.9 pounds/day (0.71 tons/year per person) in Alachua County (Source: Alachua County Public Works Department Website). Any development at this site will be required to meet these minimum LOS standards as part of development plan approval.

Recreation
Policy 1.2.4 (B) states that the minimum LOS standard for recreation in the unincorporated area of Alachua County is 0.5 acres of improved activity-based recreation sites and 5.0 acres of improved resource-based recreation sites per 1,000 persons. At present, the Alachua County Parks System consists of 25 parks encompassing 1306 acres (Source: Department of Public Works Website). At these required levels of service, the present county park system would accommodate a population base of over 237,000 people. The proposed facility will not have an impact on the recreation level of service.

Schools
This special use permit will not reduce or affect school capacity in Alachua County.

Land Development Regulations

The Land Development Regulations list a set of locational and design criteria by which a Tier Three PWSF application must be analyzed.

Section 404.54 (c)
1. Location
a. The proposed PWSF shall be located in an area where the adverse visual impact on the community is minimized, as demonstrated by the Visual Impact Analysis Report described in §404.57(c).

Consistency: The applicant submitted the Visual Impact Analysis as required. The photosimulations demonstrate that the tower will be visible from Tower Road directly in front of the library and from one property on SW 26th Place and not visible from the rest of the surrounding area. The tower's design is a slim silhouette and the area is heavily wooded. In addition, the applicant has submitted RF and tree height information that demonstrates that this is the minimum height necessary for service.

a. The location of a proposed PWSF shall minimize environmental impacts. Ground-mounted PWSFs should not be located in preservation areas, conservation areas, or passive recreation areas of County Parks as defined by this ULDC and the Comprehensive Plan.

Consistency: The site is not in a preservation, conservation, or passive recreation area. The applicant moved the tower from the originally proposed location at Alachua County's request to minimize the number of trees that need to be cleared.

c. *PWSFs greater than 200 feet in height should not be located in areas where the increased potential for bird kills is shown to exist.*

Consistency: The proposed tower is under 200 feet and this is not in an area where the increased potential for bird kills is shown to exist.

d. *Lighted towers using guy-wires are prohibited in Conservation areas as defined by this ULDC and the Comprehensive Plan.*

Consistency: The proposed tower does not have to be lighted, it does not use guy wires and is not located in a conservation area.

e. *Proposed PWSFs should not be visible from any designated scenic road or corridor or roads designated Old Florida Heritage Highway.*

Consistency: SW 75th Street/Tower Road is not a scenic road or a road designated as Old Florida Heritage Highway. The tower is barely visible from Tower Road and then only with a straight-on view.

2. Design

All PWSFs should be designed in such a way to minimize the adverse visual impact on the community. This may include reducing the height and silhouette in order to create the least adverse visual impact. The minimum height necessary to provide the applicant carrier's designed service to the area should be utilized, as verified by an independent radio frequency (RF) analysis. In general, a monopole tower or concealed tower is considered to have less visual impact than alternative tower designs.

Consistency: The proposed tower is a unipole design, the preferred design for a new tower. The County's consultant RF engineer stated that height of the tower could be lower than the 130 feet requested and still provide the service the applicant is seeking as long as the tower was 15 to 20 feet above tree height. The RF results show some path loss at each height increment lower than 130 feet. In response to the RF review, and because the area is wooded, the applicant supplied a tree height survey that shows some tree heights in the area at 100 feet. The proposed 130 height of the tower is

reasonably consistent with the RF recommendation for height above the tree line. In addition, the tower at 130 feet is not visible from the majority of the surrounding area.

Section 404.54 (d) *Development Standards For Tier Two and Tier Three*

1. *Setbacks and Separation*

Consistency: The zoning district is RE (Residential Estate), which has 15 foot setbacks on the front and rear and 10 foot setbacks on the interior sides. The proposed tower will be approximately 679 feet from the east property line, 130 feet from the north property line, approximately 287 feet from the south property line and approximately 373 feet from the western property line.

2. *Security Barrier*

Consistency: The tower will be located within an 8 foot high chain-link fenced compound.

3. *Airport Impacts*

Consistency: The proposed PWSF will comply with all airport impact regulations.

4. *Signs*

Consistency: The site will have the required signage.

5. *Landscape Buffers*

Consistency: The proposed PWSF compound will not be visible from adjacent lots or rights-of-way. The applicant is intending to propose that some of the required landscaping be moved away from the compound to the edges of the property to further reduce any potential visual impact.

6. Access

Consistency: The proposed PWSF will have a 20 foot wide access easement, including a 16 foot wide stabilized driveway, which will meet the requirements of the code.

7. Occupancy

Consistency: The site will not be occupied.

8. Modifications

Consistency: The proposed PWSF is a new facility. Any future modifications to the site would have to comply with this section.

Section 402.124 describes the criteria for review of special use permits. The Board of County Commissioners shall, as part of a decision to approve an application for a special use permit, make a finding that the proposed use is consistent with the Comprehensive Plan and Unified Land Development Code (ULDC) and is compatible with the existing and future land use pattern, and that the use will not adversely affect the health, safety, and welfare of the public.

Consistency: As discussed in the above analysis, the application is consistent with both the Comprehensive Plan and the ULDC. The tower, as proposed in its design is compatible with the surrounding land uses and the use will not adversely affect the health, safety, or welfare of the public.

Conclusion

The proposed tower will not have a visual impact from most of the surrounding roadways or properties. The applicant is proposing a unipole design that will conceal the antenna to further reduce the visual impact. The wooded area surrounding the tower and nearby neighborhoods and the additional landscaping the applicant intends to install along the property lines will further buffer any view from the church next door or SW 26th Place. The application is consistent with the Comprehensive Plan and ULDC and staff recommends approval of application ZOS-05-10.

Staff Recommendation

That Application ZOS-05-10 be approved with the following conditions and bases:

1. This Special Use Permit is issued to allow construction and operation of a 130 foot unipole personal wireless service facility (PWSF) on approximately 10.06 acres located at 3020 SW 75th Street on tax parcel number 06850-003-000.

2. The facility shall use a unipole design and shall be located as depicted on the attached site plan.

3. The applicant shall comply with all federal, state, and local laws, rules, regulations, and ordinances, including Chapter 404, Article 12 of the Alachua County Unified Land Development Regulations, now and hereafter in force, which may be applicable to the use of the site. Any violation of the above conditions shall be grounds for suspension or revocation of this Special Use Permit by the Alachua County Board of County Commissioners.

Bases:

1. ***Policy 5.2.1* of the Future Land Use Element** lists criteria that shall be used to determine the appropriateness of potential locations for institutional uses including *compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.* The photosimulations included with the application demonstrate that the structure will not have a visual impact on most of the surrounding properties. The unipole design of the tower and placing the tower in a wooded area virtually eliminates the visual impact on neighboring properties. The surrounding area is characterized by the library, residential properties and a church. Trees cover the area immediately surrounding the site of the tower. The unipole design is one of the preferred tower designs for new towers. The proposed tower is consistent with Policy 5.2.1.

2. ***Objective 5.5* of the Future Land Use Element** requires designing and locating personal wireless service facilities, among other institutional uses, to eliminate or minimize adverse visual impacts. This tower is being located in a wooded area and is barely visible in two photosimulations and not visible in the rest. The unipole

design and height under 200 feet (130 feet requested) minimizes any adverse visual impact on the landscape as a tower under 200 feet does not require lighting.

3. ***Policy 5.8* of the Future Land Use Element** states that *The County shall facilitate the deployment of personal wireless services and facilities (PWSFs) in a manner that balances needs for economic development, environmental protection, and minimization of adverse visual impacts in Alachua County. PWSFs should: ...use the least obtrusive mount for deploying service, including minimizing the height and silhouette to have the minimum visual impact possible.* The unipole design proposed is one of the least visually obtrusive means of constructing a new PWSF at this height. The RF review concludes that a height of 15 to 20 feet above the tree line would give the applicant the needed coverage. The applicant included a tree height survey that shows the trees in the area are 80 – 100 feet tall. The requested 130 feet is appropriate to clear the tree height and is consistent with Policy 5.8.

4. ***Policy 7.1.2* of the Future Land Use Element** states that proposed changes to the zoning map shall consider consistency with the Comprehensive Plan, availability and capacity of public facilities, the relationship of the proposed development to existing development in the vicinity and environmental justice issues. The analysis of Levels of Service demonstrates that there are adequate public facilities to serve the proposed PWSF. The tower is to be located behind another institutional use, the Tower Road Public Library. There are no environmental justice issues associated with this special use permit request. The Comprehensive Plan requires designing and locating personal wireless service facilities in the least visually intrusive manner and to minimize or eliminate adverse visual impact. The applicant has justified the proposed height of the tower by including a tree height survey of the area. There is very minimal visual impact from the tower due to the surrounding vegetation. This request for a 130 foot unipole tower is consistent with Policy 7.1.2.

5. ***Policies 1.2.4 and 1.2.5* of the Capital Improvements Element** require public facilities to be available concurrent with new development. There are adequate public facilities to serve the proposed PWSF. The proposed tower would have a couple of trips a month for maintenance, which is considered to be a de minimus traffic impact (fewer than 10 average annual daily trips). A cell tower has no impact on schools, water and sewer, and will not cause the LOS for Emergency Services to be exceeded.

6. ***Section 404.54 (c) of the Unified Land Development Code** states that proposed PWSFs shall be located in an area where the adverse visual impact on the community is minimized, as demonstrated by the Visual Impact Analysis Report*

described in §404.57(c). The applicant's Visual Impact Analysis and photosimulations demonstrate that the tower will not be visible from most of the surrounding area. The tower's design is a slim silhouette and the area is wooded. In addition, the applicant has submitted RF and tree height information that demonstrates that this is the minimum height necessary for service. This request is consistent with Section 404.54(c).

7. ***Section 404.54(c) of the Unified Land Development Code (ULDC)*** *states that all PWSFs should be designed in such a way to minimize the adverse visual impact on the community. This may include reducing the height and silhouette in order to create the least adverse visual impact. The minimum height necessary to provide the applicant carrier's designed service to the area should be utilized, as verified by an independent radio frequency (RF) analysis. In general, a monopole tower or concealed tower is considered to have less visual impact than alternative tower designs.* The proposed tower is a unipole (concealed tower) design, the preferred design for a new tower. The RF review concluded that as long as the tower was 15 to 20 feet above tree height the requested service could be provided. The tree height survey shows some tree heights in the area at 100 feet. The proposed 130 height of the tower is consistent with the RF review conclusion. In addition, the tower at 130 feet is barely visible. The adverse visual impact has been minimized consistent with Section 404.54(c).

8. ***Section 402.124*** **of the ULDC** describes the criteria for review of special use permits. The Board of County Commissioners shall, as part of a decision to approve an application for a special use permit, make a finding that the proposed use is consistent with the Comprehensive Plan and Unified Land Development Code (ULDC) and is compatible with the existing and future land use pattern, and that the use will not adversely affect the health, safety, and welfare of the public. As shown in the above bases, the application is consistent with both the Comprehensive Plan and the ULDC. The tower, as proposed in its design is compatible with the surrounding land uses and the use will not adversely affect the health, safety, or welfare of the public.

Attachments

Exhibit 1 – Cited Land Development Regulations
Exhibit 2 – Staff and Agency Comments
Exhibit 3 - RF Analyses from Mr. Art Peters, RF Engineer, dated 10/18/2010 and 11/02/2010

Exhibit 1: Alachua County Land Development Regulations Citations

Section 404.54 Tiered Permit Process and Standards

(d) Development Standards for Tier Two and Tier Three
All applications for Tier Two or Tier Three reviews shall comply with the following standards:

1. *Setbacks and Separation*
All new towers and accessory structures shall comply with standard zoning district setbacks for a primary structure or other setbacks described in this Article, whichever is greater. All non-concealed PWSFs shall be located behind the principal building line. If the PWSF is mounted on a building, it shall not be visible from the front of the building at the pedestrian level.

2. *Security Barrier*
All ground mounted equipment for PWSF facilities shall be secured with locked gate and chain-link fence or masonry wall of at least six feet in height from finished grade. The security barrier shall be maintained by the operator of the PWSF or tower for the life of the installation.

3. *Airport Impacts*
All PWSFs must comply with Alachua County Airport Impact Regulations found in Article 7 of Chapter 405.

4. *Signs*
Signs for site identification and contact information are required. In addition, for public safety purposes, each PWSF shall have a weather-proof plaque mounted at eye level at or near the PWSF or structure identifying the carriers and dates of permit approval for all antennas on the structure and the location of the County office where further information can be obtained. Such information for PWSFs mounted on buildings may be maintained by the building superintendent or similar agent provided such information is readily accessible on reasonable demand during normal business hours. Any signs required by the FCC or FAA are also allowed. No other signage shall be permitted on any PWSF.

5. *Landscape Buffers*

Existing natural vegetation shall be undisturbed to the greatest extent practicable and may be counted toward the buffer requirement. Landscaping materials shall consist of xeric or drought-resistant native species and shall be maintained by the operator of the PWSF for the life of the installation.

a. Landscape buffers shall be required around any ground-mounted security barrier. Landscape buffers, located outside and within 10 feet of the fence,

shall include one non-deciduous tree for every 20 linear feet of fence and a continuous row of shrubs spaced not more than three feet apart. The trees shall be at least 10 feet in height and the shrubs shall be at least two feet in height at time of planting.

b. *Ground-mounted accessory equipment for PWSFs mounted on structures not originally intended as PWSF mounts shall be concealed from view within existing structures or shall be limited to 12 feet in height and shall be buffered by a continuous row of shrubs spaced not more than three feet apart.*

c. *The DRC may waive the landscaping requirement if the applicant can demonstrate that the site will not be visible from adjacent lots or rights of-way.*

d. *For Tier Three applications, natural vegetative buffers on the perimeter of the property may be required to be retained to reduce the adverse visual impact of the facility on surrounding residences.*

6. *Access*
A twelve foot wide stabilized access driveway and turn-around area are acceptable unless staff determines, based on public safety concerns, that circumstances require paved access.

7. *Occupancy*
Communication towers and accessory structures shall be unoccupied.

8. *Modifications*
All modifications that, when viewed from ground level from surrounding properties, appear to be of a different size, type or appearance than what currently exists on or associated with the PWSF, as determined by the Director, must comply with the design standards of this Article. For the purposes of this subsection, a co-location shall not be considered a modification. All modifications must comply with any conditions or provisions of an existing permit, including special use permits, for the property or structure.

Exhibit 2: Staff and Agency Comments

Department of Public Works

The Public Works Department has no comments in regards to this request.

Department of Environmental Protection

No comments on this request.

Department of Public Safety

No comments on this request.

Exhibit 3

CONSULTING ENGINEERS
ARTHUR K. PETERS
5422 NW 91ST BOULEVARD
GAINESVILLE, FLORIDA 32653-2872

RADIO
TELEVISION
CATV
COMMON CARRIER

MEMBER AFCCE
IEEE LIFE MEMBER

(352) 331-0149
akpce@cox.net
www.akpce.com

October 18, 2010

Ms. M. Daniels, Senior Planner
Department of Growth Management
10 SW 2nd Ave
Gainesville, Fl 32601

RE: ZOS-05-10
T-Mobile South, LLC
SW 75th St. Library
3020 SW 75th Street
Gainesville, FL 32607
130 ft. Monopole Tower

Dear Missy:

I have analyzed this T-Mobile Application with respect to County zoning regulations. Sufficient data was included in the Application to permit a technical analysis.

My analysis considered compliance with PWSF technical requirements of Chapter 404, Article 12 of the ULDC. Additionally, studies of FAA, FCC and Maximum Permissible Radiation Exposure standards (IEEE C95.1-2005) were performed. These studies are available upon request.

A study of potential alternative sites and towers revealed that there is a possible alternate tower located 0.53 miles from the proposed site. The tower, registered as Gillen Broadcasting, is believed to be an already established land-mobile facility. This tower appears to be capable of providing similar coverage to that in the Application.

It is recommended that the Applicant submit a technical exhibit indicating the reason(s) the Gillen site is unacceptable or unavailable.

Based on these analyses, with the exception of the preceding paragraph, I can find no other reason to deny the Application with respect to engineering and technical issues. Non-technical factors were not investigated.

If you have any questions please feel free to contact me.

Sincerely,

Arthur K. Peters, PE
Via email

Exhibit 3

CONSULTING ENGINEERS
ARTHUR K. PETERS

RADIO
TELEVISION
CATV
COMMON CARRIER

5422 NW 91ST BOULEVARD
GAINESVILLE, FLORIDA 32653-2872

MEMBER AFCCE
IEEE LIFE MEMBER

(352) 331-0149
akpce@cox.net
www.akpce.com

November 2, 2010

Ms. M. Daniels, Senior Planner
Department of Growth Management
10 SW 2nd Ave
Gainesville, Fl 32601

RE: ZOS-05-10
T-Mobile South, LLC
SW 75th St. Library
3020 SW 75th Street
Gainesville, FL 32607
130 ft. Monopole Tower

Dear Missy:

This is a supplement to my letter of October 18, 2010 with regard to your question whether the requested tower height of 130 ft. is necessary. All facets of the October letter remain as stated.

The following table assumes a frequency = 1.9 GHz and receiver height = 1.5 m. It shows the Cost-Hata basic path loss at the given base antenna heights at five distances from the tower.

Antenna Height ft	Lb (dB) 0.5 mi	Lb (dB) 0.75 mi	Lb (dB) 1.0 mi	Lb (dB) 1.25 mi	Lb (dB) 1.5 mi	Avg Loss Rel 130'
70	134.2	140.5	145.1	148.6	151.4	4 dB
80	133.4	139.7	144.2	147.7	150.5	3.2 dB
90	132.7	139.0	143.4	146.8	149.7	2.4 dB
100	132.1	138.3	142.7	146.1	148.5	1.6 dB
110	131.6	137.7	142.1	145.5	148.2	1.1 dB
120	131.1	137.2	141.5	144.9	147.6	0.5 dB
130	130.6	136.7	141.0	144.3	147.0	-

The last column indicates the average path loss increase at different heights relative to 130 ft. The amount of tower height reduction depends on tree height clearance, which should be at least 15 - 20 feet. If local tree height is 60 feet then the antennas should be at 80 feet. This will reduce signals by about 3.2 dB, a value that will be little noticed. However, the 2.4 dB value at 90 feet will provide imperceptible changes and this would be my recommended tower height.

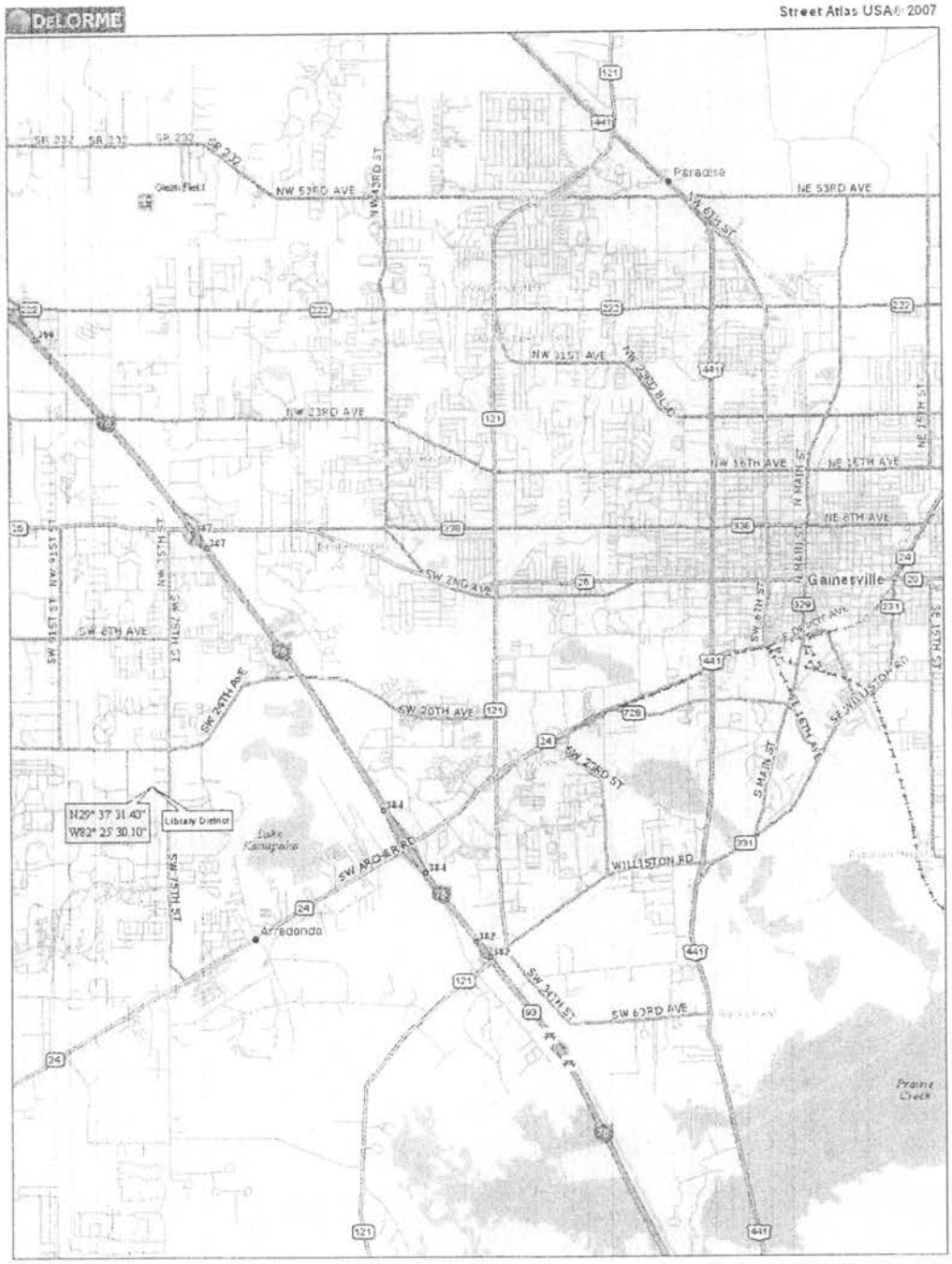
If you have any questions please feel free to contact me.

Sincerely,

Arthur K. Peters, PE
Via email

powertel.

Overview Map



LAW OFFICES OF JOHN L. DI MASI, P.A.
801 N. ORANGE AVENUE, SUITE 500
ORLANDO, FLORIDA 32801-1014
PH: 407-839-3383 • FX: 407-839-3384

JOHN L. DI MASI
jdimasi@orlando-law.com

MARY DOTY SOLIK
PARTNER
msolik@orlando-law.com

FRANK J. LACQUANITI
flacquaniti@orlando-law.com

TIFFANY MOORE RUSSELL
ORANGE COUNTY COMMISSIONER
tmrussell@orlando-law.com

WENDY SHAY TEMPLE
wtemple@orlando-law.com

September 27, 2010

VIA OVERNIGHT DELIVERY

Alachua County
Department of Growth Management
Attn: Missy Daniels
10 SW 2nd Ave.
Gainesville, FL 32601

RE: T-Mobile South LLC: Application for Special Use Permit

Dear Missy:

On behalf of T-Mobile South LLC, I am pleased to submit the enclosed application for a Special Use Permit for a 130'Unipole Wireless Communications Tower along with the following supporting documentation:

1. Completed Zoning Application & Agent of Record letter
2. Technical Associates Check No. 176529 for application fee
3. Technical Associates Check No. 176530 for consultant's review fee
4. Neighborhood Workshop Information
5. Legal Description of subject property
6. Property Owner's Affidavit
7. Proof of Payment of taxes
8. Directions to Site
9. Detailed Description of Request and Comprehensive Plan and LDC consistency analysis
10. Survey of property
11. Proposed Site Plan
12. Environmental Resources Checklist along with NEPA Assessment and Phase I Environmental Site Assessment
13. Personal Wireless Services Facilities (PWSF) checklist
14. FCC License

15. Certification of Compliance with County Airport Impact Regulations
16. Photo Simulation Analysis
17. Information related to T-Mobile's adjacent facilities
18. Technical RF Data as required by the LDC
19. Entire application in electronic format.

The site plans submitted with this application differ from the site plan distributed at the Neighborhood Workshop in that the proposed tower compound has been reduced to eliminate some tree removal.

I look forward to working with you and Alachua County on this project.

Very truly yours,

Mary D Solik

Mary Doty Solik

MDS/
w/enc.

Cc: Kelly Williamson

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit Application to:
Development Services Division

ZONING APPLICATION

For Rezonings (except Planned Developments) and Special Use Permits and Special Exceptions (including Minor SUP's and SE's).

GENERAL INFORMATION (BY APPLICANT/ AGENT)

Applicant/Agent: T-Mobile South LLC Contact Person: Mary Solik, Esq.
Address: 7025 A.C. Skinner Parkway Phone: (407) 839-3383
Jacksonville, FL 32256
Email address: msolik@orlando-law.com

SUBJECT PROPERTY DESCRIPTION

Property Owner: ALACHUA COUNTY LIBRARY DISTRICT Property Address: 3020 SW 75th St
City: GAINESVILLE State: FL Zip: 32602 Phone: ( ) -
Tax Parcel #: 06850 - 003 - 000 Section: 17 Township: 10 Range: 19 Grant:
Total Acreage: 10.06 acres Zoning: RE Land Use: Institutional

TYPE OF REQUEST

☐	Rezoning	From: To:
☒	Special Use Permit	For: 130' Unipole - Personal Wireless Service Facility
☐	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: Mary D Solik Date: 9/27/2010

Applications shall be submitted no later than 4:00 PM on the submittal deadline date

Form revised on March 2007. Downloadable from: http://growth-management.alachua.fl.us/formsdocs.php

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit Application to:
Development Services Division

REQUIRED ATTACHMENTS

The following items must accompany your application at the time of submittal. No applications will be accepted without these attachments. Please submit the application fee, check made payable to Alachua County Board of County Commissioners, one paper copy and one digital copy of the following:

- ☑ Proof of neighborhood workshop, where applicable.
- ☑ Legal description.
- ☑ Property Owner's Affidavit, notarized.
- ☑ Proof of payment of taxes on all parcels.
- ☑ Detailed directions to the site.
- ☑ Detailed description of request and an explanation of why the request is consistent with the County's Comprehensive Plan and Unified Land Development Code.
- ☑ Survey or scaled drawing of property showing boundaries of property and adjacent properties, roads, easements, and all structures on site.
- ☑ Proposed site plans, no larger than 11" by 17", for all Special Use Permits, Special Exceptions, and Rezonings to RM or RM-1. Site plans should display the following:
  - ☐ Property boundaries and dimensions.
  - ☐ Existing and proposed buildings, additions, or structures, with distances from the property boundaries shown.
  - ☐ Streets, sidewalks, drives, parking and loading areas, and similar features.
  - ☐ Proposed landscape plan, if applicable.
- ☑ Environmental Resources Checklist, conducted by a qualified professional (certain requests may require a more extensive natural resources assessment).
- ☑ Additional requirements (listed separately) for Special Use Permits for Mining Operations, Excavation and Fill Operations, and for Personal Wireless Services Facilities.
- ☐ Other _____

Planning staff reserves the right to require additional information for all applications where such submission is necessary to insure compliance with applicable criteria in the individual case.

- ☑ A digital copy of each of the above, in either Microsoft Word or Adobe PDF format.

Form revised on March 2007. Downloadable from: http://growth-management.alachua.fl.us/formsdocs.php

T-Mobile stick together

T-Mobile Engineering South
7025 A.C. Skinner Parkway
Jacksonville, FL 32256

AGENT OF RECORD LETTER

I, Kelly Williamson, Real Estate & Zoning Manager, Jacksonville Market, T-Mobile South LLC, a Delaware limited liability company (T-Mobile) hereby designates and appoints the Law Offices of John L. Di Masi, P.A. and/or Mary D. Solik, Esquire, 801 North Orange Avenue, Suite 500, Orlando, FL 32801, Telephone 839-3383, Facsimile 407-839-3384, Email, msolik@orlando-law.com, as my and/or T-Mobile's Agent of Record for the purpose of any and all permitting, zoning, and/or land use applications, hearings, or processes.

Kelly Williamson
T-Mobile South LLC, a Delaware limited liability company
Real Estate & Zoning Manager
Jacksonville Market

Date: 9-21-2010

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21st day of September, 2010, by Kelly Williamson, T-Mobile South LLC, a Delaware limited liability company, Real Estate & Zoning Manager, Jacksonville Market, who is personally known to me or who has produced _____ as identification.

Paul E. Dupuis
Notary Public

Paul E. Dupuis
Printed Name of Notary

PAUL E. DUPUIS
Notary Public - State of Florida
My Comm. Expires Nov 19, 2012
Commission # DD 839656

T-Mobile USA, Inc.
(904) 251-7000
P.O. Box 551299
Jacksonville, FL 32255

THIS DOCUMENT HAS LINEMARK™ LINES IN THE PAPER • HOLD TO LIGHT TO VIEW

TA TECHNICAL ASSOCIATES
P.O. BOX 2048 • ALBANY, GEORGIA 31702
(229) 888-6632

REGIONS
Albany, Georgia

64-137
611

176529

DATE

September 24, 2010

AY Four Thousand and 00/100 Dollars

AMOUNT

4,000.00

THE
DER

Alachua County

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈176529⑈ ⑆061101375⑆ 69 2239 7606⑈

TA TECHNICAL ASSOCIATES ALBANY, GEORGIA 31702

Check Date: 9/24/2010

176529

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
Application Fees	9/24/2010	0003497	4,000.00			4,000.00
Alachua County		TOTAL	4,000.00			4,000.00
TA AP Account	1	ALACOU				

WLCK-1-WHIP (7-09)

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

RUB RED IMAGE
FADES WITH HEAT

Listed below are the security features provided on this document which meet and/or exceed industry guidelines.

Security Features:	Results of check alteration:
• Chemical Protection Paper	• When chemically altered, the area treated will appear as a brown stain or spot.
• TonerFuse® II	• Reveals attempted tape-lifting or scraping.
• Micro-Printing - "MP"	• Small type in signature line, under endorsement area and surrounding Padlock Security box appears blurred if copied or scanned.
• LineMark™	• Absence of multiple parallel watermark lines. Hold to light to view.
• Fluorescent Fibers	• Visible only under ultraviolet light. Cannot be photocopied or scanned.
• Check Security Screen	• Absence of the words "Original Document" on the back of this check.
• Heat Sensitive Ink	• Red image will fade with heat. Rub, hold between thumb & finger or breathe on image for reaction.

® Padlock design is a certification mark of Check Payment Systems Association.

THIS DOCUMENT HAS LINEMARK™ LINES IN THE PAPER • HOLD TO LIGHT TO VIEW

TA TECHNICAL ASSOCIATES
P.O. BOX 2048 • ALBANY, GEORGIA 31702
(229) 888-6632

REGIONS
Albany, Georgia

64-137
611

176530

DATE

September 24, 2010

AY One Thousand Five Hundred and 00/100 Dollars

AMOUNT

1,500.00

) THE
RDER

Alachua County

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈176530⑈ ⑆061101375⑆ 69 2239 7606⑈

TA TECHNICAL ASSOCIATES ALBANY, GEORGIA 31702

Check Date: 9/24/2010

176530

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
Consultant Fees	9/24/2010	0003499	1,500.00			1,500.00
Alachua County		TOTAL	1,500.00			1,500.00
TA AP Account	1	ALACOU				

AUTHORIZED SIGNATURE

WLCK-1-WHIP (7/09)

RUB RED IMAGE ABOVE FADES WITH HEAT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Listed below are the security features provided on this document which meet and/or exceed industry guidelines.

Security Features:	Results of check alteration:
• Chemical Protection Paper	• When chemically altered, the area treated will appear as a brown stain or spot.
• TonerFusa® II	• Reveals attempted tape-lifting or scraping.
• Micro-Printing - "**MP**"	• Small type in signature line, under endorsement area and surrounding Padlock Security box appears blurred if copied or scanned.
• LineMark™	• Absence of multiple parallel watermark lines. Hold to light to view.
• Fluorescent Fibers	• Visible only under ultraviolet light. Cannot be photocopied or scanned.
• Check Security Screen	• Absence of the words "Original Document" on the back of this check.
• Heat Sen[illegible]	• Red image will fade with heat. Rub, hold between thumb & finger or breathe on image for reaction.

® Padlock design is a certification mark of Check Payment Systems Association.

• THIS PORTION IS NON-NEGOTIABLE • THIS PORTION IS NON-NEGOTIABLE • THIS PORTION IS NON-NEGOTIABLE •

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)

See attached NEPA Report and Phase I Environmental Site Assessment

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)

Law Offices of John L. Di Masi, P.A.

ATTORNEYS AT LAW
801 N. Orange Avenue
Suite 500
ORLANDO, FLORIDA 32801

JOHN L. DI MASI, Esquire
MARY DOTY SOLIK, Esquire
FRANK LACQUANITI, Esquire
TIFFANY MOORE RUSSELL, Esquire
WENDY SHAY TEMPLE, Esquire

TELEPHONE
(407) 839-3383
FACSIMILE
(407) 839-3384

E-MAIL: msolik@orlando-law.com

MEMORANDUM

DATE: September 27, 2010

TO: Alachua County Growth Management Department

FROM: Mary D. Solik, Esquire MDS
Outside Counsel-T-Mobile South LLC

RE: T-Mobile South LLC: Special Use Permit Application

T-Mobile has applied to Alachua County for Special Use Permit Approval to construct a 130' Unipole Personal Wireless Service Facility on property located at 3020 SW 75th Street, Gainesville, Florida. The property is owned by the Alachua County Library District and is 10.06 acres in size. The property is zoned RE and has a Future Land Use Designation of Institutional. Section 402.124 of the Alachua County Land Development Code sets forth the criteria for approval of Special Use Permits. The criteria as well as an explanation as to how T-Mobile's application meets the criteria are set forth below.

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;

PWSFs are allowable uses in all zoning and future land use districts under the Alachua County Comprehensive Plan and LDC (except conservation) provided

appropriate tier approval has been obtained. T-Mobile's Tier III application for a special use permit approval is consistent with the County's comprehensive plan and LDC.

(b) The proposed use is compatible with the existing land use pattern and future uses designated by the comprehensive plan;

The land use pattern is primarily residential with various neighborhood commercial and institutional uses. The subject property is a public library. The property to the north is developed as a church. There is a multi-family residential development to the east, across Tower Road. To the north, at the intersection of SW24th and SW 75th, there is retail commercial development on three of the four quadrants. Due to the negligible visibility of the proposed tower it is compatible with the land use patterns in the area.

(c) The proposed use shall not adversely affect the health, safety, and welfare of the public; and

The Proposed tower will meet all building code requirements for structural safety and has been placed on the site so that, in the unlikely event of tower failure, there will be no impact to any offsite or onsite structures. The wireless facilities located on the tower will meet or exceed all FCC standards for operation. The proposed tower will enhance public safety and welfare by providing for increased personal wireless facility coverage in the surrounding areas.

(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 proposed tower will utilize the existing driveway and access aisles for ingress and egress from SW 75th Street. From the edge of the existing parking lot, the proposed tower will be accessed via a stabilized 12' access drive consistent with the access requirements for PWSFs set forth in Sec. 404.54(d)(6). Once constructed the proposed tower will only generate approximately one vehicle trip per month per carrier utilizing the tower.

(2) Off-street parking and loading areas where required, with particular attention to item (1) above;

The proposed tower does not require any off-street parking or loading areas.

(3) The noise, glare or odor effects of the special exception on surrounding properties;

The proposed tower does not generate any noise, glare, or odor.

(4) Refuse and service areas, with particular reference to location, screening and items (1) and (2) above;

No refuse or service areas are proposed or required as part of the proposed tower's construction.

(5) Utilities, with reference to location and availability;

All required utilities are available to the site and provision of same is shown on the site plan submitted with the application.

(6) Screening and buffering with reference to type, dimensions and character;

All screening and buffering requirements for the base of the tower and associated ground equipment set forth in Sec. 404.54(d) have been met as demonstrated by the site plan submitted with the application. The proposed tower has been placed on the 10 acre Library site, in the rear, behind the library building, in the middle of the property to utilize the onsite mature tree cover to buffer and screen the tower from both offsite properties and library patrons. A unipole tower has also been used (all antennae and cables are internal to the pole) so as to minimize the visual impact of the proposed tower.

(7) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;

No lighting is proposed and all compound signage is consistent with the LDC Compound signage will not be visible either offsite or to Library patrons.

(8) Required yards and other open space;

All requirements are met.

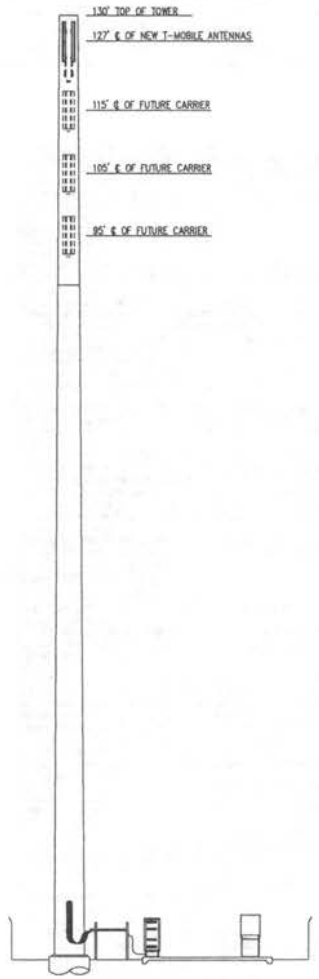
(9) General compatibility with surrounding properties; and

All setback requirements have been met. The photo simulation submitted with the application demonstrates the proposed tower's very limited visibility to the surrounding properties.

(10) Any special requirements set forth in this ULDC for the particular use involved.
(Ord. No. 05-10, § 2, 12-8-05)

All requirements of Art. XII Personal Wireless Services Facilities have been met or exceeded.

SITE ELEVATION



T··Mobile·®

SITE # 9JK0698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607
NEW GROUND BUILD - 130' UNIPOLE

APPROVALS

SITE OWNER	DATE
RF ENGINEER	DATE
SITE DEVELOPEMENT	DATE

TOWER DATA (NAD 83)

TOWER:	130' UNIPOLE
LATITUDE:	29° 37' 32.97" NORTH
LONGITUDE:	82° 25' 29.26" WEST

ZONING INFORMATION

PERMITTING JURISDICTION:	ALACHUA COUNTY
ZONING CLASS:	RE-1
PARCEL ID:	NO. 06850-003-000

PROJECT DESCRIPTION

INSTALL A NEW UNMANNED WIRELESS BASE TRANSMISSION STATION TO INCLUDE:

1. NEW 130' UNIPOLE TOWER;
2. NEW FENCED COMPOUND WITH LANDSCAPE BUFFER;
3. NEW ANTENNAS & COAX CABLES;
4. NEW EQUIPMENT CABINETS ON NEW CONCRETE PAD;
5. NEW ELECTRICAL SERVICE;
6. NEW TELEPHONE SERVICE.

DRAWING INDEX

DRAWING NO.	DESCRIPTION
T-1	DRAWING INDEX TITLE SHEET
N-1	NOTES
N-2	NOTES
C-1	CIVIL SITE PLAN
C-2	CIVIL DETAILS
S-1	SITE PLAN & DETAILS
S-2	DETAILS
S-3	DETAILS
A-1	TOWER ELEVATION & DETAILS
A-2	ANTENNA COAX CONFIGURATION
E-1	POWER & TELCO PLAN
E-2	UTILITY DETAILS
G-1	GROUNDING PLAN
G-2	PAD CONDUIT STUB-UP & GROUNDING PLAN
G-3	STUB UP & GROUNDING DETAILS
L-1	LANDSCAPING PLAN & DETAILS
W-1	ALARM WIRING SCHEMATIC
	SURVEY ATTACHED

SITE HAARD INFORMATION

THIS FACILITY DOES NOT POSE A RISK OF EXPLOSION, FIRE OR OTHER DAMAGE DUE TO PROXIMITY TO VOLATILE, FLAMMABLE OR EXPLOSIVE MATERIALS.

HANDICAP REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION; HANDICAP ACCESS REQUIREMENTS ARE NOT REQUIRED.

PLUMBING REQUIREMENTS

FACILITY HAS NO SANITARY OR POTABLE WATER.

FLOOD HAZARD AREA NOTE

THE PROPERTY SHOWN HEREON LIES ON COMMUNITY PANEL NO. 125107 0293 D, DATED JUNE 16, 2006. THE T-MOBILE LEASE PARCEL DEPICTED HEREON LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOOD PLAIN).

LOCATION MAP

DRIVING DIRECTIONS

FROM JACKSONVILLE T-MOBILE OFFICE TAKE I-95N. TAKE I-10W (EXIT 351B) TOWARDS LAKE CITY; TAKE US-301 (EXIT 343). KEEP STRAIGHT ONTO SR-24 (KENNARD ST); TURN RIGHT ONTO SR-20 KEEP STRAIGHT ONTO SR-24, ROAD NAME CHANGES TO SR-26 (W UNIVERSITY AVE); TURN LEFT ONTO (NW) 75TH ST (TOWER RD); ARRIVE 3020 SW 75TH ST, GAINESVILLE, FL 32607
TOTAL DISTANCE 87 MILES.

PROJECT CONTACTS

PROPERTY OWNER	DEVELOPER	DRAWINGS BY	SURVEYOR	TELEPHONE COMPANY	POWER COMPANY
ALACHUA CO. LIBRARY DISTRICT 401 E. UNIVERSITY AVE. GAINESVILLE, FL 32601 PHONE: 352-334-3910 FAX: 352-334-3918	T-MOBILE 7025 A.C SKINNER PARKWAY JACKSONVILLE, FL 32256 PHONE: 904-251-7014 FAX: 904-251-7130	TECHNICAL ASSOCIATES 12276 SAN JOSE BLVD., SUITE 427 JACKSONVILLE, FL 32223 PHONE: 904-696-0779 FAX: 904-696-0638 CELL: 904-237-7980	GEOLINE SURVEYING, INC. 13430 NW 104th TERRACE, SUITE A ALACHUA, FLORIDA 32615 PHONE: 388-418-0500 FAX: 388-462-9986	GAINESVILLE REGIONAL UTILITIES 301 SE 4TH AVE, PO BOX 147117 GAINESVILLE, FL 32614 PHONE: 352-334-3400 X6910 FAX: 352-334-3490 CELL: 352-339-3429	GAINESVILLE REGIONAL UTILITIES 3805 NW 97 BLVD, PO BOX 147117 STATION SG-45 GAINESVILLE, FL 32614 PHONE: 352-334-6068 FAX: 352-334-2554
SOL HIRSCH	KELLY WILLIAMSON EMAIL: Kelly.Williamson@T-Mobile.com	JOHN HOWARD EMAIL: jhoward@technicalassociates.com	DAVID SHORT	TOM LAWYER EMAIL: lawyerdt@gru.com	MELODEE WILLIAMS EMAIL: williamsmg@gru.com

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
-	XX-XX-10	ISSUED FOR ZONING	EHP	MJS	MJS	MB

T··Mobile·®
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD. SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0638
CERTIFICATE OF AUTHORITY # 29981

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

DRAWING INDEX TITLE SHEET
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE: AS SHOWN		DRAWING: T-1 1 OF 17	
DRAWN BY: EHP	DESIGN BY: EHP	DATE: MAY XX, 2011	
CHECKED BY: MJS		PROJECT NO: 107867	

PRELIMINARY
NOT FOR CONSTRUCTION
08-04-11

PROFESSIONAL ENGINEER
MATTHEW J. SCOLFORO P.E.
FLORIDA LICENSE #54498

GENERAL NOTES:

1. CONTRACTOR(S) SHALL VISIT PROJECT SITE TO BE FAMILIARIZED WITH ALL EXISTING CONDITIONS PRIOR TO SUBMITTING BIDS. NO CHANGE ORDERS WILL BE ALLOWED AS A RESULT OF ANY FORESEEABLE EXISTING CONDITION PRIOR TO SUBMITTING A BID AND WORK SHALL BE COMPLETED AT NO ADDITIONAL COST TO THE OWNER.
2. THE COMPLETE BID PACKAGE INCLUDES A SET OF CONSTRUCTION DRAWINGS HEREIN AND TOWER DRAWINGS, OTHER REFERENCED DRAWINGS, SPECIFICATIONS, STANDARDS, AND MANUFACTURER'S CATALOG DATA AS MAY BE REQUIRED SUCH THAT A FULL UNDERSTANDING OF THE WORK REQUIRED IS PROVIDED. CONTRACTOR(S) IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE DOCUMENTS PRIOR TO SUBMITTAL OF BIDS. THE TERM "CONSTRUCTION MANAGER" SHALL MEAN T-MOBILE SITE DEVELOPMENT PROJECT MANAGER, CONSTRUCTION MANAGER, OR SITE REPRESENTATIVE THAT IS DEEMED IN RESPONSIBLE CHARGE OF SAID CONTRACT.
3. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL CHANGES AND SUBSTITUTIONS FROM THE PLANS TO THE FINAL "AS-BUILT" INSTALLATION. A RECORD OF CHANGES SHALL BE MADE ON A CLEAN SET OF CONTRACT DRAWINGS MARKED "AS-BUILT" TO BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION AND ACCEPTANCE OF THE WORK. CHANGES OR SUBSTITUTIONS ARE PERMITTED ONLY BY WRITTEN ACCEPTANCE FROM "CONSTRUCTION MANAGER".
4. THE GENERAL CONTRACTOR SHALL MAINTAIN COMPLETE RESPONSIBILITY FOR THE WORK SITE CONDITIONS, INCLUDING THE SAFETY (SEE NOTE #4-PERMIT AND CODE REQUIREMENTS) OF ALL PERSONS AND PROPERTY DURING THE COURSE OF THE CONSTRUCTION UNTIL FINAL ACCEPTANCE AND RELEASE. RESPONSIBILITY OF THE WORK SITE SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR(S) FURTHER AGREE TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK AS SPECIFIED. ANY DAMAGE TO ADJACENT PROPERTIES AS A RESULT OF WORK PERFORMED WILL BE CORRECTED BY THE CONTRACTOR AT NO EXTRA COST TO THE CONTRACT.
5. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OPERATIONS.
6. ALL WORK SHALL BE COMPLETED IN A SATISFACTORY, PROFESSIONAL, WORKMANLIKE MANNER, SUBJECT TO PERIODIC AND/OR REQUIRED INSPECTIONS DURING CONSTRUCTION, AND FOR FINAL ACCEPTANCE OF COMPLETED WORK BY THE CONSTRUCTION MANAGER. THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKERS WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH SPECIFIED REQUIREMENTS AND METHODS NEEDED FOR PROPER PERFORMANCE OF WORK.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AN APPROVED TRAFFIC CONTROL PLAN, AS REQUIRED, FOR THE PUBLIC SAFETY ADJACENT TO CONSTRUCTION SITE. THE TRAFFIC CONTROL PLAN MUST BE IN ACCORDANCE WITH LATEST TRAFFIC CONTROL REGULATIONS.
8. CONTRACTOR SHALL SUPPLY/PROVIDE ALL MATERIALS, EQUIPMENT & MAN POWER EXCEPT AS PROVIDED IN THE BILL OF MATERIALS B.O.M.

ENVIRONMENTAL:

1. ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH ISSUED PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF FINES AND PROPER CLEAN UP FOR AREAS IN VIOLATION.
2. CONTRACTOR AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS AND WATERWAYS AND SHALL BE MAINTAINED IN PLACE THROUGH FINAL JURISDICTIONAL INSPECTION & RELEASE OF SITE.
3. CONTRACTOR SHALL INSTALL/CONSTRUCT ALL NECESSARY SEDIMENT/SILT CONTROL FENCING AND PROTECTIVE MEASURES WITHIN THE LIMITS OF SITE DISTURBANCE PRIOR TO CONSTRUCTION.
4. NO SEDIMENT SHALL BE ALLOWED TO EXIT THE PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR TAKING ADEQUATE MEASURES FOR CONTROLLING EROSION. ADDITIONAL SEDIMENT CONTROL FENCING MAY BE REQUIRED IN ANY AREAS SUBJECT TO EROSION.
5. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES WITH SILT AND EROSION CONTROL MEASURES MAINTAINED ON THE DOWNSTREAM SIDE OF SITE DRAINAGE. ANY DAMAGE TO ADJACENT PROPERTY AS A RESULT OF EROSION WILL BE CORRECTED AT THE CONTRACTORS EXPENSE.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY INSPECTIONS AND ANY REPAIRS OF ALL SEDIMENT CONTROL MEASURES INCLUDING SEDIMENT REMOVAL AS NECESSARY.
7. CLEARING OF VEGETATION AND TREE REMOVAL SHALL BE ONLY AS PERMITTED AND BE HELD TO A MINIMUM. ONLY TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED.
8. SEEDING AND MULCHING AND/OR SODDING OF THE SITE WILL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE PROJECT FACILITIES AFFECTING LAND DISTURBANCE.
9. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS, AND CHECK DAMS.
10. RIP RAP OF SIZES INDICATED SHALL CONSIST OF CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY STONE FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRIABLE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DELETERIOUS SUBSTANCES.

PERMITS AND CODE REQUIREMENTS:

1. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES OR ORDINANCES. THE MOST STRINGENT SHALL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS. ALL CONSTRUCTION, INSTALLATIONS AND MATERIALS SHALL COMPLY WITH THE MOST RECENT EDITIONS OF THE GOVERNING BUILDING CODE. ANY APPLICABLE COUNTY CODES AND REGULATIONS AND SHALL MEET OR EXCEED THE STRICTER OF SAID REQUIREMENT. THE CONSTRUCTION MANAGER WILL CONFIRM APPLICABLE CODE REQUIREMENTS PRIOR TO CONSTRUCTION.
2. CONTRACTOR(S) SHALL SECURE ALL THE NECESSARY REGULATORY PERMITS FOR THIS WORK FROM ALL APPLICABLE GOVERNMENT AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ABIDING BY ALL THE CONDITIONS AND REQUIREMENTS OF THE PERMITS. GENERAL CONTRACTOR SHALL OBTAIN AND PAY FOR REQUIRED PERMITS, LICENSES, FEES, INSPECTIONS, ETC..
3. THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING OF REQUIRED INSPECTIONS AND ALLOWING TIMELY NOTICE TO THE BUILDING INSPECTION DEPARTMENT; A MINIMUM OF 24 HOURS OF NOTICE SHALL BE GIVEN.
4. ALL WORK SHALL COMPLY WITH OSHA (OCCUPATIONAL SAFETY HAZARD ADMINISTRATION) AND ANY STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO ANY ACTIVITIES. IN ADDITION, CONTRACTOR AND ALL PERSONEL SHALL COMPLY WITH T-MOBILE CONTRACT SAFETY REQUIREMENTS THAT MAY MEET OR EXCEED OTHER REFERENCED STANDARDS, I.E. MINIMUM WORK CLOTHING OF SHIRT, LONG PANTS, WORK BOOTS, HARD HAT, AND SAFETY GLASSES.
5. CONTRACTOR(S) ARE RESPONSIBLE FOR ALL TEMPORARY CONSTRUCTION STAGING, BRACING, SHORING, TIES, FORM-WORK ETC.. AS MAY BE NECESSARY OR REQUIRED TO PERFORM THE WORK TO IT'S COMPLETION IN A SAFE MANNER. ALL TEMPORARY WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE AND NATIONAL CODES TO SAFELY EXECUTE WORK.
6. ON NEW TOWER SITES, T-MOBILE WILL CONFIRM FAA APPROVAL OF THE TOWER LOCATION BY USING A TOWER RELEASE FORM. NO NEW TOWER SHALL BE CONSTRUCTED UNTIL THE TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR.
7. CONTRACTOR SHALL REMOVE ALL DEBRIS AND EMPTY COAXIAL CABLE REELS FROM THE SITE UPON COMPLETION OF THE PROJECT.
8. BOUNDARY, TOPOGRAPHY AND EXISTING SITE FEATURES ARE BASED ON PROPERTY SURVEY. CONTRACTOR SHALL UTILIZE SURVEY TO ESTABLISH LOCATIONS OF PROPERTY BOUNDARIES ELEVATIONS, BENCHMARKS AND OTHER SITE INFORMATION. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND DIMENSIONS AND IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER/ENGINEER OF ANY DISCREPANCIES BETWEEN THE SURVEY (OR EXISTING CONDITIONS) AND THE DRAWINGS PRIOR TO PROCEEDING WITH WORK.
9. CONTRACTOR SHALL DOCUMENT THE EXISTING LOCATIONS OF ALL BURIED UTILITIES, INCLUDING POWER, GROUNDING, CONDUIT SIZES AND LOCATIONS, ETC.
10. CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTS DURING THE CONSTRUCTION AND REESTABLISH ANY DISTURBED MONUMENTS BY A PROFESSIONAL LAND SURVEYOR.
11. ANTENNA TOWER AND TOWER FOUNDATIONS ARE SHOWN ONLY FOR ILLUSTRATIVE PURPOSES ONLY. REFER TO TOWER RELEASE DRAWINGS AND/OR TOWER AS-BUILTS FOR TOWER DETAILS.
12. WHERE REQUIRED, MAINTAIN A MINIMUM OF 10 FT. CLEARANCE DISTANCE FROM TANK FILL CONNECTION AND ANY EXTERIOR SOURCE OF IGNITION.
13. THE FOLLOWING ITEMS SHALL BE PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR.
    A. ANTENNAS
    B. GENERATOR & DIESEL FUEL SUB BASE TANK (IF SHOWN)
    C. COAXIAL CABLES & ASSOCIATED HARDWARE.
    D. MAIN EQUIPMENT SUPPORT FRAME
    E. RBS BASE
    F. TMA'S
    G. RBS CABINETS.
    H. RET HARDWARE
14. ANTENNA MOUNTS SUPPLIED BY CONTRACTOR.
15. ANY SUBSTITUTIONS OF MATERIALS, EQUIPMENT OR ALTERATIONS FROM THE PLANS AND/OR SPECIFICATIONS SHALL BE APPROVED BY THE CONSTRUCTION MANAGER PRIOR TO ORDERING OR INSTALLATIONS.
16. COLOR OPTIONS SHALL BE SELECTED BY CONSTRUCTION MANAGER.
17. ANY MATERIALS STORED ON SITE SHALL BE STORED IN CLOSED OR COVERED CONTAINERS AND ALL EXCESS WASTE MATERIALS SHALL BE PROPERLY DISPOSED.

DESIGN CRITERIA:

1. DESIGN IS IN ACCORDANCE WITH THE 2007 FLORIDA BUILDING CODE WITH ALL AMENDMENTS.
2. EQUIPMENT LOADS:
    A. RBS CABINET W/ MOUNTING BASE = 1235 LBS EACH
    B. UMTS CABINET W/MOUNTING BASE = 1000 LBS EACH
    C. CABINET SKID = 400 LBS EACH
    D. H-FRAME W/ PPC & ATS = 675 LBS
    E. WET WEIGHT DIESEL GENERATOR W/ SUB BASE FUEL TANK = 7000 LBS
3. DESIGN LOADS: ALACHUA COUNTY, FLORIDA
    A. 110 MPH 3-SECOND-GUST WIND SPEED. BUILDING CATEGORY II, IMPORTANCE FACTOR 1.0, EXPOSURE CATEGORY C.
    B. ALL OTHER LOADS ARE PER ASCE 7, LATEST EDITION.
4. EQUIPMENT PAD-ON-GRADE DESIGN IS BASED ON MINIMUM ALLOWABLE SOIL BEARING CAPACITY OF 2000 PSF.
5. DESIGN OF ANTENNAS, MOUNTING HARDWARE, EQUIPMENT CABINETS AND ACCESSORIES ARE BY OTHERS.

REINFORCED CONCRETE:

1. PREPARATION, TESTING, AND PLACING OF CONCRETE AND REINFORCEMENT SHALL BE PER ACI-318, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE", LATEST EDITION.
2. ALL CONCRETE SHALL BE NORMAL WEIGHT AND OBTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT END OF 28 DAYS AS DETERMINED BY ASTM C31 AND C39. CONTRACTOR SHALL SUBMIT CONCRETE TEST RESULTS TO THE CONSTRUCTION MANAGER IN A TIMELY MANNER TO NOT DELAY CONSTRUCTION SEQUENCE OF ACTIVITIES. ALL CONCRETE TEST RESULTS FOR 7 DAY AND FOR 28 DAY SHALL BE SUBMITTED FOR ACCEPTANCE. CONCRETE THAT DOES NOT MEET THE STRENGTH REQUIREMENTS SHALL BE REPLACED AT NO ADDITIONAL COST INCLUDING ANY ASSOCIATED COSTS WITH REMOVING AND REINSTALLING EQUIPMENT.
3. FIBER REINFORCED CONCRETE SHALL COMPLY WITH ASTM A820 WITH MINIMUM DOSAGE RATE OF 80 LBS PER CUBIC YARD OF CONCRETE.
4. REINFORCING BARS SHALL HAVE A MINIMUM TENSILE YIELD STRENGTH OF 60,000 PSI AND SHALL COMPLY WITH ASTM A615.
5. PROVIDE MINIMUM OF 3 INCHES OF CONCRETE COVER OVER STEEL REINFORCING.
6. DURING PLACEMENT OF CONCRETE, MAINTAIN TEMPERATURE BETWEEN 50° AND 90° FAHRENHEIT.
7. CONTRACTOR SHALL NOTIFY CONSTRUCTION MANAGER PRIOR TO ANY CONCRETE PLACEMENT.
8. ALL CONCRETE ANCHORAGE SUCH AS EXPANSION ANCHORS, WEDGE ANCHORS & ADHESIVE ANCHORS SHALL BE INSTALLED PER MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURES. ANCHOR BOLTS, DOWELS AND/OR THREADED RODS, SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH, OR AS SHOWN ON DRAWINGS.

STRUCTURAL STEEL:

1. DETAIL, FABRICATE, AND ERECT ALL STRUCTURAL STEEL IN ACCORDANCE WITH AISC "SPECIFICATION FOR DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", LATEST EDITION.
2. STRUCTURAL PIPE SHALL COMPLY WITH ASTM A53, TYPE E OR S, GRADE B, FY = 35KSI. WIDE FLANGE SHAPES SHALL COMPLY WITH ASTM A992, GRADE 50. ALL OTHER STRUCTURAL SHAPES & PLATES SHALL COMPLY WITH ASTM A36.
3. ALL EXPOSED STEEL SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PER ASTM A153 OR A123.
4. WELDING: ALL WELDING IS TO BE DONE BY PRE-QUALIFIED WELDERS, HOLDING CURRENT CERTIFICATE FROM A RECOGNIZED TESTING LABORATORY. CONSTRUCTION MANAGER SHALL RECEIVE ON FILE CERTIFICATES OF WELDERS FOR APPROVAL PRIOR TO ANY WELDING OPERATIONS. ALL WELDS ARE TO BE PER AWS D1.1, LATEST EDITION. ALL WELDS SHALL BE 3/16" MINIMUM FILLET WELDS U.O.N. ELECTRODES SHALL BE E70XX.
5. ON SITE WELDING SHALL NOT BE ALLOWED OTHER THAN THE WELDING SHOWN ON THESE DRAWINGS AS FIELD WELDS. TORCH CUTTING OF STEEL IS NOT ALLOWED.
6. APPLY TWO COATS OF ZINC-RICH RUST-OLEUM #2185 PAINT TO ALL FIELD DRILLED HOLES AND EXPOSED CUT SURFACES, INCLUDING ALL ENDS OF CUT "UNI-STRUT" INSTALLED AS PART OF WORK. GUD-GUARD EPOXY #5485 COATING SHALL BE APPLIED TO ALL AREAS WHERE GALVANIZED SURFACES NEED TO BE RECONDITIONED, INCLUDING ALL WELD AREAS. THOROUGHLY CLEAN SURFACE PRIOR TO APPLICATION OF ANY CORROSION INHIBITING COMPOUND OR PRODUCTS.
7. FASTENERS SHALL BE DOMESTIC, NEW HIGH STRENGTH GALVANIZED BOLTS, BEARING TYPE "X" (THREADS EXCLUDED) AND SHALL COMPLY WITH ASTM A325 SPECIFICATIONS, U.O.N.
8. BOLTS SHALL BE TIGHTENED USING TURN-OF-THE-NUT METHOD, U.O.N. EXCEPT TORQUE MECHANICAL AND ADHESIVE ANCHORS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

GENERATOR NOTES:

1. INSTALL PAD MOUNTED DIESEL GENERATOR WITH GENERAC AUTOMATIC TRANSFER SWITCH IN ACCORDANCE WITH APPLICABLE GENERAC POWER SYSTEMS INC. OWNER'S/OPERATOR'S MANUALS. ALL WORK AND MATERIALS SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE GOVERNING FEDERAL, STATE, COUNTY, CITY, AND LOCAL CODES AND INCLUDES, BUT IS NOT LIMITED TO, ALL CURRENT VERSIONS OF THE STANDARDS LISTED IN THE SECTION ENTITLED "NATIONAL CODES & SPECIFICATIONS".
2. INSTALLATION AND OPERATION OF GENERATOR SHALL COMPLY WITH JEA INTERCONNECTION POLICIES.
3. NOTIFY T-MOBILE WITHIN 48 HOURS OF GENERATOR OFF LOAD FOR T-MOBILE FUEL DELIVERY.
4. PROVIDE GENERATOR SERIAL# WITHIN 24 HOURS OF OFF LOAD TO T-MOBILE CONSTRUCTION MANAGER.
5. NOTIFY AND COORDINATE INSTALLATION WITH RF OPERATIONS AND NOC.
6. UNDER NO CIRCUMSTANCES SHALL ANYONE OTHER THAN THE GENERATOR MANUFACTURER REPRESENTATIVE START THE GENERATOR FOR THE FIRST TIME.
7. DO NOT ATTACH BATTERIES TO THE GENERATOR UNTIL THE GENERATOR MFG. REPRESENTATIVE INSPECTS THE SITE TO VERIFY PROPER EQUIPMENT INSTALLATION.
8. MAINTAIN A MINIMUM OF 36 INCHES CLEARANCE FROM ENCUMBRANCES AT ALL SIDES OF GENSET FOR VENTILATION AND COOLING. NOTE THAT 36" CLEARANCE MAY NOT BE DIRECTLY WITHIN CONCRETE SUPPORT PAD AREA.
9. CONTRACTOR TO VERIFY DURING INSTALLATION, THAT GENERATOR AND EXISTING EQUIPMENT DOORS CAN BE OPENED WITHOUT INTERFERENCE.
10. CONTRACTOR TO CONNECT THE #2 AWG TO THE GENERATOR FRAME AND THE FRAME OF ANY EXTERNAL FUEL TANK WITH A COMPRESSION-TYPE 2-HOLE MECHANICAL LUG. CONTRACTOR TO REMOVE ANY PAINT AT THE MECHANICAL LUG CONNECTION POINTS AND APPLY ANTIOXIDANT TO THE MATING SURFACES PRIOR TO ATTACHING THE LUG(S) WITH STAINLESS-STEEL SCREWS, STAINLESS-STEEL STAR-TYPE LOCK WASHERS AND STAINLESS-STEEL NUTS.
11. DO NOT EXOTHERMIC WELD TO ANY FUEL TANKS.

ELECTRICAL LEGEND:

- EXOTHERMIC WELD TYPE CONNECTION
- MECHANICAL CONNECTION
- #2 AWG TCW GROUND
- UE — UNDERGROUND ELECTRIC
- UT — UNDERGROUND TELEPHONE
- OHE — OVERHEAD ELECTRIC
- OHT — OVERHEAD TELEPHONE
- OHE&T — OVERHEAD ELECTRIC & TELEPHONE
- UE&T — UNDERGROUND ELECTRIC & TELEPHONE
- E — ELECTRIC
- T — TELEPHONE
- EOU — EXISTING OVERHEAD UTILITIES
- A — ALARM
- X / X — REPRESENTS DETAIL NUMBER / REPRESENTS DRAWING NUMBER

ABBREVIATIONS

ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BATT	BATTERY
BGR	BURIED GROUND RING
C	CONDUIT
CONC	CONCRETE
CGB	COAX GROUND BAR
GEN	GENERATOR
GPS	GLOBAL POSITIONING SYSTEM
FNMC	FLEXIBLE NON-METALIC CONDUIT
MTS	MANUAL TRANSFER SWITCH
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
PPC	POWER PROTECTION CABINET
RBS	RADIO BASE STATION
RGS	RIGID GALVANIZED STEEL
TCW	TINNED COPPER WIRE (#2 AWG SOLID)
TYP	TYPICAL

Sunshine State One-Call
CALL: STATEWIDE
1-800-432-4770
48 HOURS
BEFORE YOU DIG

CAUTION:

CONTRACTOR SHALL EXERCISE CAUTION DURING EXCAVATION, SO AS TO NOT DISTURB ANY EXISTING UNDERGROUND UTILITIES OR GROUNDING SYSTEMS.

NOTE: HAND DIGGING MAY BE REQUIRED

NO.	DATE	REVISIONS AND RECORD OF ISSUE	CHP	MJS	MJS	MB
			BY	CHK	APP	FLM
-	XX-XX-10	ISSUED FOR ZONING				

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD. SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-695-0779
FAX: 904-695-0638
CERTIFICATE OF AUTHORITY # 29991

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

NOTES
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE:	AS SHOWN
DRAWN BY:	EHP
DESIGN BY:	EHP
CHECKED BY:	MJS
DRAWING	N-1
	2 OF 17
DATE:	MAY XX, 2011
PROJECT NO:	107867

PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

PROFESSIONAL ENGINEER
MATTHEW J. SCOLFORO P.E.
FLORIDA LICENSE #56498

ELECTRICAL:

1. ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL ANY/ALL ELECTRICAL WORK INDICATED. ANY/ALL CONSTRUCTION SHALL BE IN ACCORDANCE W/DRAWINGS AND ANY/ALL APPLICABLE SPECIFICATIONS. IF ANY PROBLEMS ARE ENCOUNTERED BY COMPLYING WITH THESE REQUIREMENTS, CONTRACTOR SHALL NOTIFY 'CONSTRUCTION MANAGER' AS SOON AS POSSIBLE, AFTER THE DISCOVERY OF THE PROBLEMS, AND SHALL NOT PROCEED WITH THAT PORTION OF WORK, UNTIL THE 'CONSTRUCTION MANAGER' HAS DIRECTED THE CORRECTIVE ACTIONS TO BE TAKEN.
2. ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE HIMSELF WITH ANY/ALL CONDITIONS AFFECTING ELECTRICAL AND COMMUNICATION INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF. ALL EXISTING CONDITIONS OF ELECTRICAL EQUIP., LIGHT FIXTURES, ETC., THAT ARE PART OF THE FINAL SYSTEM, SHALL BE VERIFIED BY THE CONTRACTOR, PRIOR TO THE SUBMITTING OF HIS BID. FAILURE TO COMPLY WITH THIS PARAGRAPH WILL IN NO WAY RELIEVE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC AND ALL CODES AND LOCAL ORDINANCES OF THE LOCAL POWER & TELEPHONE COMPANIES HAVING JURISDICTION AND SHALL INCLUDE BUT NOT BE LIMITED TO:
   A. NFC – NATIONAL FIRE CODES
   B. UL – UNDERWRITERS LABORATORIES
   C. NEC – NATIONAL ELECTRICAL CODE
   D. NEMA – NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
   E. OSHA – OCCUPATIONAL SAFETY AND HEALTH ACT
   F. SBC – STANDARD BUILDING CODE
4. DO NOT SCALE ELECTRICAL DRAWINGS, REFER TO SITE PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT, AND CONFIRM WITH 'CONSTRUCTION MANAGER' ANY SIZES AND LOCATIONS WHEN NEEDED.
5. EXISTING SERVICES: CONTRACTOR SHALL NOT INTERRUPT EXISTING SERVICES WITHOUT WRITTEN PERMISSION OF THE OWNER.
6. CONTRACTOR SHALL PAY FOR ANY/ALL PERMITS, FEES, INSPECTIONS AND TESTING. CONTRACTOR IS TO OBTAIN PERMITS AND APPROVED SUBMITTALS PRIOR TO THE WORK BEGINNING OR ORDERING EQUIPMENT.
7. THE TERM "PROVIDE" USED IN CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, INDICATES THAT THE CONTRACTOR SHALL FURNISH AND INSTALL.
8. CONTRACTOR SHALL CONFIRM WITH LOCAL UTILITY COMPANY ANY/ALL REQUIREMENTS SUCH AS THE: LUG SIZE RESTRICTIONS, CONDUIT ENTRY, SIZE OF TRANSFORMERS, SCHEDULED DOWNTIME FOR THE OWNERS' CONFIRMATION, ETC... ANY/ALL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER, PRIOR TO BEGINNING ANY WORK.
9. MINIMUM WIRE SIZE SHALL BE #12 AWG, NOT INCLUDING CONTROL WIRING, UNLESS NOTED OTHERWISE. ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION.
10. OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS IN WET/DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.
11. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF THE CONSTRUCTION. CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
12. ELECTRICAL SYSTEM SHALL BE AS COMPLETELY AND EFFECTIVELY GROUNDED, AS REQUIRED BY SPECIFICATIONS, SET FORTH BY T-MOBILE.
13. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS, WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND SUBJECT TO REGULATORY INSPECTION AND APPROVAL BY CONSTRUCTION MANAGER.
14. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.
15. CONTRACTOR SHALL GUARANTEE ANY/ALL MATERIALS AND WORK FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE.
16. THE CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ANY ADDITIONAL CHARGE AND SHALL INCLUDE THE REPLACEMENT OR THE REPAIR OF ANY OTHER PHASE OF THE INSTALLATION, WHICH MAY HAVE BEEN DAMAGED THEREIN.
17. ADEQUATE AND REQUIRED LIABILITY INSURANCE SHALL BE PROVIDED FOR PROTECTION AGAINST PUBLIC LOSS AND ANY/ALL PROPERTY DAMAGE FOR THE DURATION OF WORK.
18. PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES AND DEVICES FOR ALL OUTLETS AS INDICATED.
19. DITCHING AND BACK FILL: CONTRACTOR SHALL PROVIDE FOR ALL UNDERGROUND INSTALLED CONDUIT AND/OR CABLES INCLUDING EXCAVATION AND BACKFILLING AND COMPACTION. REFER TO NOTES AND REQUIREMENTS 'EXCAVATION, AND BACKFILLING.
20. MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SHALL APPEAR ON THE LIST OF U.L. APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE NEC, NEMA AND ICCE.
21. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURES CATALOG INFORMATION OF ANY/ALL LIGHTING FIXTURES, SWITCHES AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL BY THE CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
22. ANY CUTTING OR PATCHING DEEMED NECESSARY FOR ELECTRICAL WORK IS THE ELECTRICAL CONTRACTORS RESPONSIBILITY AND SHALL BE INCLUDED IN THE COST FOR WORK AND PERFORMED TO THE SATISFACTION OF THE 'CONSTRUCTION MANAGER' UPON FINAL ACCEPTANCE.
23. THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY TYPEWRITTEN DIRECTORIES. ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
24. DISCONNECT SWITCHES SHALL BE H.P. RATED HEAVY-DUTY, QUICK-MAKE AND QUICK-BREAK ENCLOSURES, AS REQUIRED BY EXPOSURE TYPE.
25. ALL CONNECTIONS SHALL BE MADE WITH A PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND SUCH AS "NO-OXIDE A" BY DEARBORNE CHEMICAL CO. COAT ALL WIRE SURFACES BEFORE CONNECTING. EXPOSED COPPER SURFACES, INCLUDING GROUND BARS, SHALL BE TREATED – NO SUBSTITUTIONS.

ELECTRICAL (CONT'D):

26. RACEWAYS: CONDUIT SHALL BE SCHEDULE 40 PVC MEETING OR EXCEEDING NEMA TC2 – 1990. CONTRACTOR SHALL PLUG AND CAP EACH END OF SPARE AND EMPTY CONDUITS AND PROVIDE TWO SEPARATE PULL STRINGS – 200 LBS TEST POLYETHYLENE CORD. ALL CONDUIT BENDS SHALL BE A MINIMUM OF 2 FT. RADIUS. RGS CONDUITS WHEN SPECIFIED, SHALL MEET UL-6 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH THREADED RIGID CONDUIT. COAT ALL THREADS WITH 'BRITE ZINC' OR 'GOLD GALV'.
27. SUPPORT OF ALL ELECTRICAL WORK SHALL BE AS REQUIRED BY NEC.
28. CONDUCTORS: CONTRACTOR SHALL USE 98% CONDUCTIVITY COPPER WITH TYPE THWN INSULATION, 600 VOLT, COLOR CODED. USE SOLID CONDUCTORS FOR WIRE UP TO AND INCLUDING NO. 8 AWG. USE STRANDED CONDUCTORS FOR WIRE ABOVE NO. 8 AWG.
29. CONNECTORS FOR POWER CONDUCTORS: CONTRACTOR SHALL USE PRESSURE TYPE INSULATED TWIST-ON CONNECTORS FOR NO. 10 AWG AND SMALLER. USE SOLDERLESS MECHANICAL TERMINAL LUGS FOR NO. 8 AWG AND LARGER.
30. SERVICE: 240/120V, SINGLE PHASE, 3 WIRE CONNECTION AVAILABLE FROM UTILITY COMPANY. OWNER OR OWNERS AGENT WILL APPLY FOR POWER.
31. TELEPHONE SERVICE: CONTRACTOR SHALL PROVIDE EMPTY CONDUITS WITH PULL STRINGS AS INDICATED ON DRAWINGS.
32. ELECTRICAL AND TELCO RACEWAYS TO BE BURIED A MINIMUM OF 2' DEPTH.
33. CONTRACTOR SHALL PLACE TWO LENGTHS OF WARNING TAPE AT A DEPTH OF 12" BELOW GROUND AND DIRECTLY ABOVE ELECTRICAL AND TELCO SERVICE CONDUITS. CAUTIONS TAPE TO READ "CAUTION BURIED ELECTRIC" OR "BURIED TELECOMM".
34. ALL BOLTS SHALL BE STAINLESS STEEL.

UTILITIES:

1. DAMAGE TO ALL UTILITIES, LAND, DRIVEWAY AREAS AND PROPERTY OF OTHERS, DISTURBED BY CONSTRUCTION ACTIVITIES, SHALL BE RETURNED TO ITS ORIGINAL CONDITION OR BETTER FOR FINAL ACCEPTANCE.
2. CONTRACTOR SHALL COORDINATE WITH THE LOCAL POWER AND TELEPHONE UTILITIES, AND THE 'CONSTRUCTION MANAGER', TO CONFIRM THE SOURCE OF SERVICE PRIOR TO INSTALLATION OF CONDUITS.
3. CONTRACTOR SHALL INSTALL THE UNDERGROUND POWER AND TELEPHONE SERVICE TO EQUIPMENT, AS INDICATED ON ELECTRICAL PLAN AND CONDUIT TRENCH DETAIL.
4. CONTRACTOR SHALL CONTACT SUBSURFACE UTILITY LOCATOR FOR EXACT LOCATION OF EXISTING UTILITIES, PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL VERIFY EXISTING UTILITY LOCATIONS BY TEST PIT, AS NECESSARY TO OBTAIN EXACT LOCATION OF UTILITIES. THE UTILITIES SHOWN ON PLANS ARE APPROXIMATE AND FOR SCHEMATIC PURPOSES ONLY.
5. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND PROVIDE PROTECTION DURING CONSTRUCTION ACTIVITIES AS REQUIRED.
6. ALL INTERFACING SURFACES OF DISSIMILAR METALS THAT SHALL BE COATED WITH 'NO-OX' TO PROHIBIT OXIDATION.
7. UTILITIES LOCATED WITHIN ROADWAYS SHALL BE BACK FILLED WITH MIN 18" THICK DENSELY GRADED COARSE AGGREGRATE SUB BASE.
8. HAND EXCAVATION SHALL BE REQUIRED IN ANY AREAS WHERE EXISTING UTILITIES MAY BE UNCOVERED AND SHALL BE DONE BY, EXISTING ACTIVE UTILITIES SHALL BE PROTECTED AND MAINTAINTED AT ALL TIMES.

GROUNDING:

1. SITE GROUNDING SHALL COMPLY WITH T-MOBILE GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH THE GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL REQUIREMENTS ARE MORE STRINGENT THEY SHALL GOVERN. GROUNDING SHALL BE COMPLETED BEFORE ERECTION OF TOWER AND/OR INSTALLATION OF ANTENNAS AS SHOWN.
2. GROUNDING OF ANTENNA MOUNTS, COAX AND EQUIPMENT SHALL BE IN ACCORDANCE WITH T-MOBILE SPECIFICATIONS.
3. GROUND RING TO EARTH RESISTIVITY SHALL BE 5 OHMS OR LESS.
4. GROUND RODS TO BE 5/8"ø X 10' LONG COPPER CLAD STEEL RODS TO BE DRIVEN TO A DEPTH OF 30 INCHES AND SPACED AT A MAXIMUM OF 10 FEET ALONG EQUIPMENT GROUND RING.
5. EXOTHERMIC WELDS SHALL BE USED FOR ALL BELOW GRADE CONNECTIONS, EXCEPT FOR ROD TO ROD CONNECTION.
6. EXOTHERMIC WELDS SHALL BE USED FOR ALL LUG FITTINGS TO GROUND WIRE CONNECTIONS AT ANTENNA GROUND BAR AND COLLECTOR BARS.
7. TOWER GROUND RING SHALL BE ATTACHED TO STRUCTURE IN THREE LOCATIONS ON THE FLANGE OF TOWER OR POLE BASE. DO NOT WELD TO POLE SHAFT OR TOWER LEGS.
8. TOWER AND EQUIPMENT RING SHALL TIE BACK TO BELOW GRADE WITH TWO LEADS.
9. TOWER GROUND RING TO BE INSTALLED WITHIN 3' FROM TOWER FOUNDATION.
10. EQUIPMENT GROUND RING TO BE INSTALLED WITHIN 3' FROM CONCRETE FOUNDATION.
11. TGW SIZE #2 SHALL BE USED THROUGHOUT EXCEPT WHERE SPECIFICALLY CALLED OUT OTHERWISE ON DRAWINGS.
12. CONNECT GATE TO GATE POST (TYP 2 PLACES) WITH #2 WELDING CABLE CRIMPED ON EACH END WITH A CAP FOR THE THERMOWELD PROCESS. LENGTH TO ALLOW FOR FULL SWING OPERATION OF ALL GATES.
13. WHERE MECHANICAL CONNECTORS ARE USED, APPLY A LIBERAL PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND SUCH AS "NO OXIDE A" BY DEARBORNE CHEMICAL COMPANY OR EQUAL. THOROUGHLY CLEAN AND REMOVE ALL PAINT FROM SURFACES REQUIRING GROUND CONNECTIONS. USE STAINLESS STEEL HARDWARE FOR ALL COMPRESSION TYPE LUGS. USE ONLY SILICON BRONZE HARDWARE FOR THERMOWELD LUG CONNECTIONS. USE S.S. BOLTS 1/2 INCH DIA. MIN. WITH WASHER HEAD & NUT & LOCKWASHER FOR LUG CONNECTIONS
14. GROUND ALL WAVE GUIDE PORTS TO THE EQUIPMENT GROUND RING.
15. GROUND RING SHALL BE BURIED A MINIMUM 30" BELOW GRADE.
16. WELD TYPES TO BE: "T" TYPE FOR GROUND RODS AND PARALLEL CONNECTIONS OF SIZE #2.
17. ALL GROUND BARS SHALL BE SUPPLIED BY GENERAL CONTRACTOR EXCEPT AS NOTED.

FOUNDATION, EXCAVATION AND BACKFILL:

1. ALL FINAL GRADED SLOPES SHALL BE A MAXIMUM OF 3 HORIZONTAL TO 1 VERTICAL.
2. ALL EXCAVATIONS PREPARED FOR PLACEMENT OF CONCRETE SHALL BE OF UNDISTURBED SOILS, SUBSTANTIALLY HORIZONTAL AND FREE FROM ANY LOOSE, UNSUITABLE MATERIAL OR FROZEN SOILS, AND WITHOUT THE PRESENCE OF POUNDING WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED WHEN REQUIRED. COMPACTION OF SOILS UNDER CONCRETE PAD FOUNDATIONS SHALL NOT BE LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR THE SOIL IN ACCORDANCE WITH ASTM D1557.
3. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC OR UNSUITABLE MATERIAL. IF INADEQUATE BEARING CAPACITY IS REACHED AT THE DESIGNED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION SHALL BE FILLED WITH CONCRETE OF THE SAME TYPE SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. ANY STONE SUB BASE MATERIAL, IF USED, SHALL NOT SUBSTITUTE FOR REQUIRED THICKNESS OF CONCRETE.
4. ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH PRIOR TO BACK FILLING. BACK FILL SHALL CONSIST OF APPROVED MATERIALS SUCH AS EARTH, LOAM, SANDY CLAY, SAND AND GRAVEL, OR SOFT SHALE, FREE FROM CLODS OR LARGE STONES OVER 2 1/2" MAX DIMENSIONS. ALL BACK FILL SHALL BE PLACED IN COMPACTED LAYERS.
5. ALL FILL MATERIALS AND FOUNDATION BACK FILL SHALL BE PLACED IN MAXIMUM 8"THICK LIFTS BEFORE COMPACTION. EACH LIFT SHALL BE WETTED IF REQUIRED AND COMPACTED TO NOT LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR SOIL IN ACCORDANCE WITH ASTM D1557.
6. NEWLY PLACED CONCRETE FOUNDATIONS SHALL CURE A MINIMUM OF 72 HRS PRIOR TO BACK FILLING.
7. FINISHED GRADING SHALL BE SLOPED TO PROVIDE POSITIVE DRAINAGE AND PREVENT STANDING WATER. THE FINAL (FINISH) ELEVATION OF SLAB FOUNDATIONS SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE CENTER. FINISH GRADE OF CONCRETE PADS SHALL BE A MAXIMUM OF 4 INCHES ABOVE FINAL FINISH GRADE ELEVATIONS. PROVIDE SURFACE FILL GRAVEL TO ESTABLISH SPECIFIED ELEVATIONS WHERE REQUIRED.
8. NEWLY GRADED SURFACE AREAS TO RECEIVE GRAVEL SHALL BE COVERED WITH GEOTEXTILE FABRIC TYPE: TYPAR-3401 AS MANUFACTURED BY "CONSTRUCTION MATERIAL 1-800-239-3841" OR AN APPROVED EQUIVALENT, SHOWN ON PLANS. THE GEOTEXTILE FABRIC SHALL BE BLACK IN COLOR TO CONTROL THE RECURRENCE OF VEGETATIVE GROWTH AND EXTEND TO WITHIN 1 FOOT OUTSIDE THE SITE FENCING OR ELECTRICAL GROUNDING SYSTEM PERIMETER WHICH EVER IS GREATER. ALL FABRIC SHALL BE COVERED WITH A MINIMUM OF 4" DEEP COMPACTED STONE OR GRAVEL AS SPECIFIED. I.E. FDOT TYPE No. 57 FOR FENCED COMPOUND; FDOT TYPE No. 67 FOR ACCESS DRIVE AREA.
9. IN ALL AREAS TO RECEIVE FILL, REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE. PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SUCH THAT FILL MATERIAL WILL BIND WITH EXISTING/PREPARED SOIL SURFACE.
10. WHEN SUB GRADE OR PREPARED GROUND SURFACE HAS A DENSITY LESS THAN THAT REQUIRED FOR THE FILL MATERIAL, SCARIFY THE GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION AND/OR AERATE THE SOILS AND RECOMPACT TO THE REQUIRED DENSITY PRIOR TO PLACEMENT OF FILLS.
11. IN AREAS WHICH EXISTING GRAVEL SURFACING IS REMOVED OR DISTURBED DURING CONSTRUCTION OPERATIONS, REPLACE GRAVEL SURFACING TO MATCH ADJACENT GRAVEL SURFACING AND RESTORED TO THE SAME THICKNESS AND COMPACTION AS SPECIFIED. ALL RESTORED GRAVEL SURFACING SHALL BE FREE FROM CORRUGATIONS AND WAVES.
12. EXISTING GRAVEL SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED WITH THE CONDITION THAT ANY UNFAVORABLE AMOUNTS OF ORGANIC MATTER OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ANY ADDITIONAL GRAVEL RESURFACING MATERIAL AS NEEDED TO PROVIDE A FULL DEPTH COMPACTED SURFACE THROUGHOUT SITE.
13. GRAVEL SUB SURFACE SHALL BE PREPARED TO REQUIRED COMPACTION AND SUB GRADE ELEVATIONS BEFORE GRAVEL SURFACING IS PLACED AND/OR RESTORED. ANY LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED AND ANY DEPRESSIONS IN THE SUB GRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. GRAVEL SURFACING MATERIAL SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUB GRADE.
14. PROTECT EXISTING GRAVEL SURFACING AND SUB GRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING 'MATTS' OR OTHER SUITABLE PROTECTION DESIGNED TO SPREAD EQUIPMENT LOADS AS MAY BE NECESSARY. REPAIR ANY DAMAGE TO EXISTING GRAVEL SURFACING OR SUB GRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTORS OPERATIONS.
15. DAMAGE TO EXISTING STRUCTURES AND/OR UTILITIES RESULTING FROM CONTRACTORS NEGLIGENCE SHALL BE REPAIRED AND/ OR REPLACED TO THE OWNERS SATISFACTION AT NO ADDITIONAL COST TO THE CONTRACT.
16. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES AT NO ADDITIONAL COST TO THE CONTRACT. APPROVED LOCATIONS SHALL BE KNOWN PRIOR TO DISPOSAL ACTIVITIES.

ANTENNA/COAXIAL CABLE GENERAL NOTES:

1. VERIFY EACH COAXIAL CABLE LENGTH, DIAMETER, ROUTING, COLOR CODING AND ALL APPURTENANCES WITH T-MOBILE.
2. THE MAXIMUM COAXIAL CABLE LENGTH AND CORRESPONDING COAXIAL CABLE DIAMETER HAS BEEN ESTIMATED ON SHEET A-1. THIS CABLE LENGTH IS APPROXIMATE, AND IS NOT TO BE USED FOR FABRICATION OR CONSTRUCTION. ACTUAL ANTENNA CABLE LENGTH(S) MAY VARY FROM ESTIMATED MAXIMUM LENGTH AND MUST BE VERIFIED. COAXIAL CABLE SHALL BE PROVIDED BY T-MOBILE.
3. ALL MAIN CABLES SHALL UTILIZE GROUND KITS, GROUNDED AS FOLLOWS:
   A. NEAR ANTENNA RAD CENTER ELEVATION,
   B. MIDDLE OF TOWER (MID-HEIGHT OF ANTENNA), IF CABLE RUN IS OVER 200',
   C. BOTTOM OF TOWER,
   D. AT MASTER GROUND BAR 3'-0" FROM RBS CABINET.
4. ALL TOP JUMPERS SHALL BE LENGTHS AS SHOWN, SUPPLIED BY T-MOBILE, AND INSTALLED BY CONTRACTOR.
5. ALL MAIN CABLES SHALL BE COLOR CODED AT FOUR (4) LOCATIONS AS FOLLOWS:
   A. AT ANTENNA PRIOR TO JUMPER
   B. AT THE BOTTOM OF TOWER
   C. AT THE MASTER GROUND BAR, AND
   D. INTERIOR OF THE RBS CABINET.
6. BANDING SHALL BE AS FOLLOWS:
   A. MAIN LINE COLOR BANDS SHALL BE 2" WIDE, MAINTAIN 1" SPACING BETWEEN COLORS.
   B. JUMPER COLOR BANDS SHALL BE 1" WIDE, WITH 1" SPACE.
   C. START COLOR BANDS 2" BEYOND WEATHERPROOFING.
   D. START SELECTOR COLOR NEXT TO END CONNECTORS.
7. FINAL COAXIAL ANTENNA CABLE SIZES SHALL BE DETERMINED BY T-MOBILE RF ENGINEER. SEE ANTENNA SCHEDULE SHEET A-1.
8. SEE CONSTRUCTION MANAGER FOR ANTENNA SUPPORT ASSEMBLY TYPE.
9. ALL COAXIAL CABLE WILL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE AT DISTANCES NOT TO EXCEED 3' OR THE CABLE MANUFACTURES SPECIFICATIONS WHICHEVER IS LESS, WITH HARDWARE SPECIFIED IN THE COAXIAL CABLE ROUTING DETAILS OF THE SUPPLIED STRUCTURAL REPORT.
10. PROVIDE AT LEAST 6" OF SLACK IN THE MAIN COAXIAL CABLES AT THE ANTENNA MOUNTING ELEVATION TO PROVIDE FOR FUTURE CONNECTOR REPLACEMENT.

NATIONAL CODES & SPECIFICATIONS:

1. ANSI C84.1-1982, VOLTAGE RATINGS (60 HZ) FOR ELECTRICAL POWER SYSTEMS AND EQUIPMENT
2. NFPA 30, FLAMMABLE AND COMBUSTIBLE LIQUIDS CODE
3. NFPA 37, STANDARD FOR THE INSTALLATION AND USE OF STATIONARY COMBUSTION ENGINES AND GAS TURBINES
4. NFPA 54, NATIONAL FUEL GAS CODE
5. NFPA 58, UTILITY LP-GAS PLANT CODE
6. NFPA 70, NATIONAL ELECTRICAL CODE, 2005 EDITION
7. NFPA 110, STANDARD FOR EMERGENCY AND STANDBY POWER SYSTEMS
8. UL 142, STEEL ABOVEGROUND TANKS FOR FLAMMABLE AND COMBUSTIBLE LIQUIDS
9. UL 508, INDUSTRIAL CONTROL EQUIPMENT
10. UL 1581, ELECTRICAL WIRE, CABLES, AND FLEXIBLE CORDS
11. UL 2200, STATIONARY ENGINE GENERATOR ASSEMBLIES

WOVEN WIRE FENCING:

(INSTALL FENCING PER ASTM F-567, SWING GATES PER ASTM F-900)

1. CORNER, TERMINAL OR PULL POSTS: 3", SCHEDULE 40. GATE POSTS: 4", SCHEDULE 40, FOR GATE WIDTHS UP TO 6', PER ASTM F-1083.
2. LINE POST: 2 1/2", SCHEDULE 40 PIPE, PER ASTM F-1083.
3. GATE FRAME: 1 1/2", SCHEDULE 40 PIPE, PER ASTM F-1083. TOP
4. RAIL/BRACE RAIL: 1 1/2", SCHEDULE 40 PIPE, PER ASTM F-1083.
5. FENCE FABRIC: 9 GA CORE WIRE, SIZE 2 1/4" MESH, CONFORM TO ASTM A-392.
6. TIE WIRE: 9 GA MINIMUM GALVANIZED STEEL AT POSTS AND RAILS, SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE W/HOG RINGS, SPACED AT 24" INTERVALS MAXIMUM.
7. TENSION WIRE: 7 GA GALVANIZED STEEL.
8. BARBED WIRE: DOUBLE STRAND, 12 1/2 GA, TWISTED WIRE TO MATCH W/FABRIC, 4-POINT BARBS SPACED AT APPROXIMATELY 5" OC; CLASS 1 GALVANIZED BARBED WIRE.
9. GATE LATCH: 1 3/8" PLUNGER ROD W/MUSHROOM-TYPE CATCH AND LOCK; KEYED ALIKE FOR ALL SITES IN GIVEN MTA.
10. LOCAL ORDINANCE FOR BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED WITH, IF REQUIRED.
11. HEIGHT: 8'-0" VERTICAL DIMENSION FOR FENCE + 1'-0" VERTICAL DIMENSION FOR BARBED WIRE.

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLH
–	XX-XX-10	ISSUED FOR ZONING	EHP	MJS	MJS	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD. SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0638
CERTIFICATE OF AUTHORITY # 2881

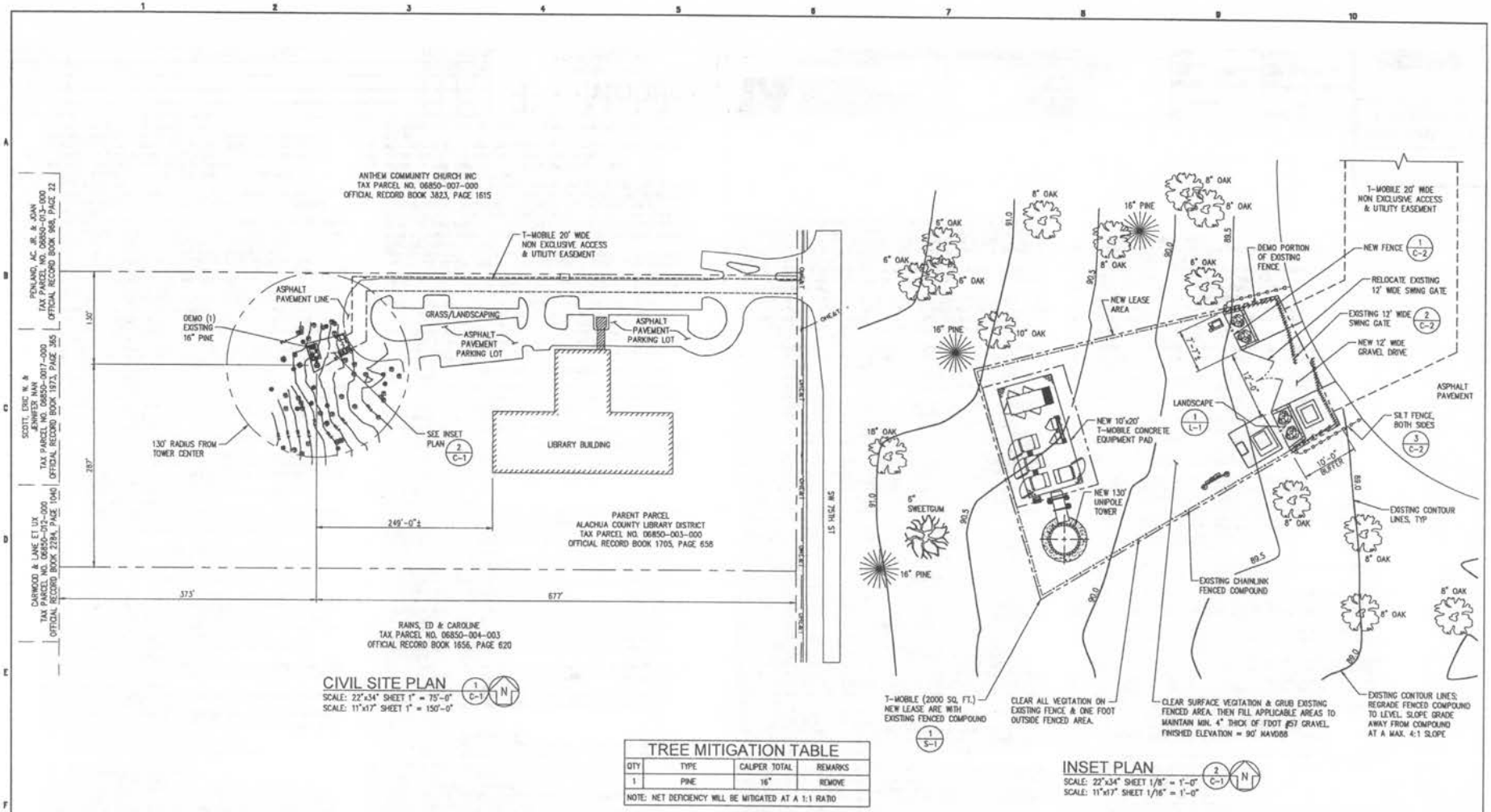
NOTES
SITE #JI-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

SCALE: AS SHOWN
DRAWN BY: EHP | DESIGN BY: EHP
CHECKED BY: MJS
DRAWING: N-2 3 OF 17
DATE: MAY XX, 2011
PROJECT NO.: 107867

PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

PROFESSIONAL ENGINEER
MATTHEW J. SCOLFORO P.E.
FLORIDA LICENSE #54498



TREE MITIGATION TABLE			
QTY	TYPE	CALIPER TOTAL	REMARKS
1	PINE	16"	REMOVE
NOTE: NET DEFICIENCY WILL BE MITIGATED AT A 1:1 RATIO			

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
-	XX-XX-10	ISSUED FOR ZONING	EHP	MJS	MJS	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD. SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0638
CERTIFICATE OF AUTHORITY # 29991

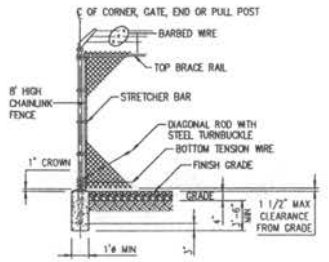
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

CIVIL SITE PLAN
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

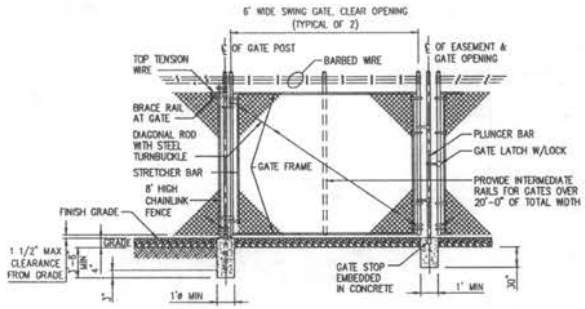
SCALE:	AS SHOWN
DRAWN BY:	EHP
DESIGN BY:	EHP
CHECKED BY:	MJS
DRAWING	C-1 4 OF 17
DATE:	MAY XX, 2011
PROJECT NO.	107867

PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

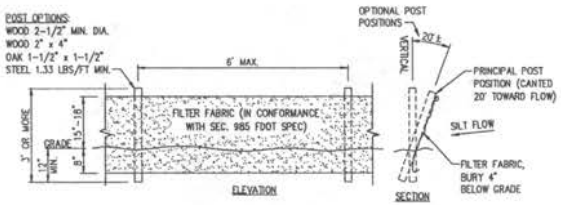
PROFESSIONAL ENGINEER MATTHEW J. SCOLFORO P.E. FLORIDA LICENSE #54494



WOVEN WIRE POST DETAIL (1 / C-2)
SCALE: N.T.S



WOVEN WIRE DOUBLE GATE DETAIL (2 / C-2)
SCALE: N.T.S
INSTALL VINYL SLATS ON FENCE & GATE TO PROVIDE MINIMUM 85% OPACITY.



FDOT TYPE III SILT FENCE DETAIL (3 / C-2)
SCALE: NOT TO SCALE

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
-	XX-XX-10	ISSUED FOR ZONING	EHP	MJS	MJS	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD, SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0638
CERTIFICATE OF AUTHORITY # 28501

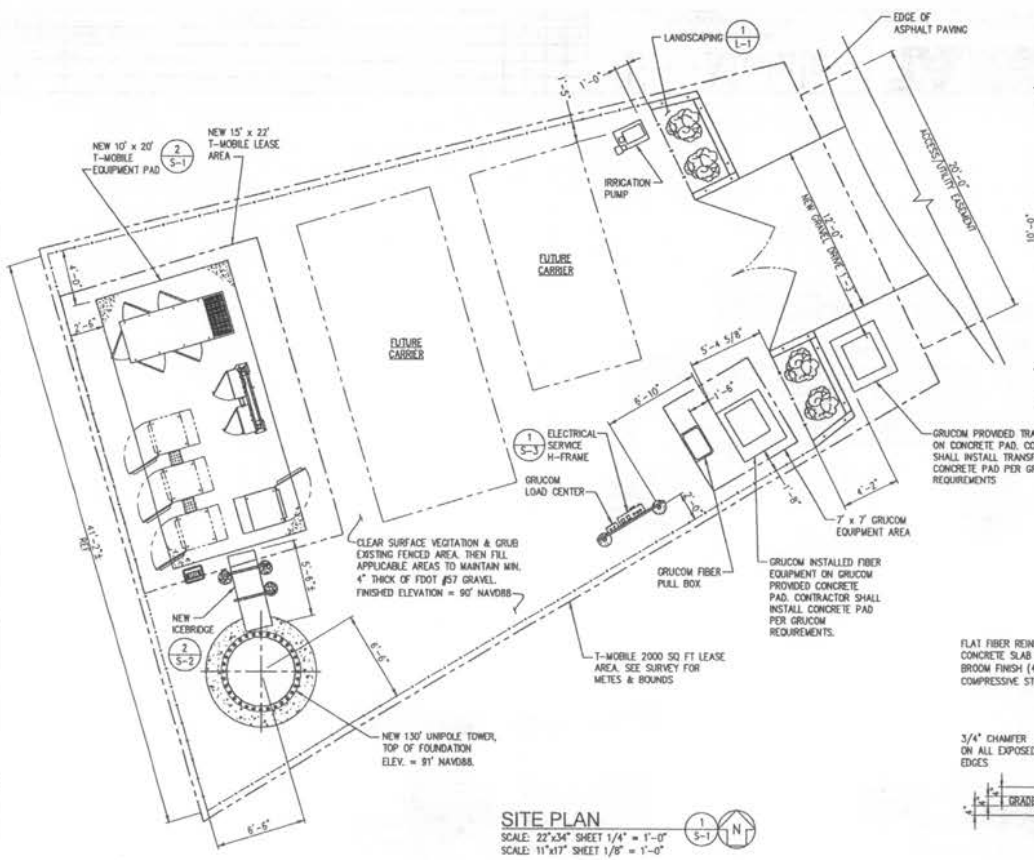
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

CIVIL DETAILS
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE: AS SHOWN
DRAWN BY: EHP | DESIGN BY: EHP
CHECKED BY: MJS
DRAWING: C-2 5 OF 17
DATE: MAY XX, 2011
PROJECT NO.: 107867

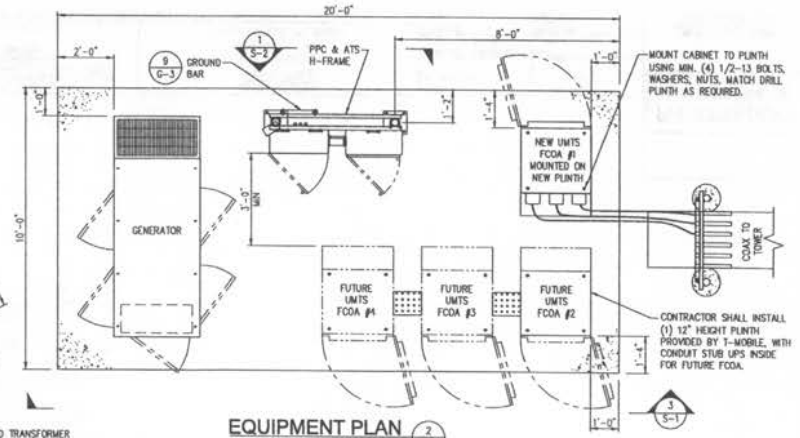
PRELIMINARY
NOT FOR CONSTRUCTION
06-04-11

PROFESSIONAL ENGINEER
MATTHEW J. SCOLFORO P.E.
FLORIDA LICENSE #56455



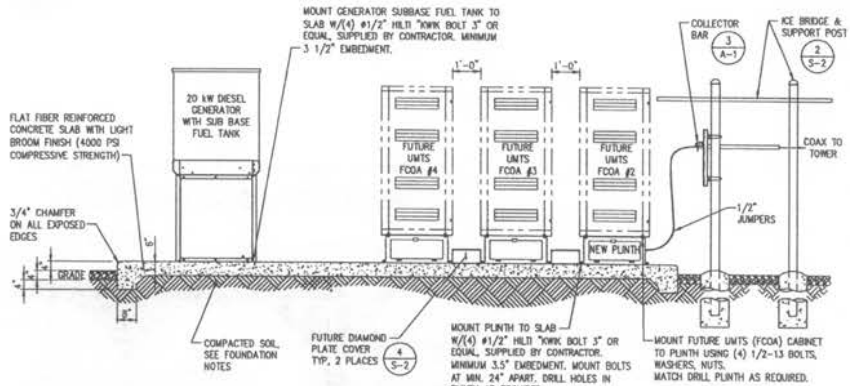
SITE PLAN

SCALE: 22"x34" SHEET 1/4" = 1'-0"
SCALE: 11"x17" SHEET 1/8" = 1'-0"



EQUIPMENT PLAN

SCALE: 22"x34" SHEET 1/2" = 1'-0"
SCALE: 11"x17" SHEET 1/4" = 1'-0"



EQUIPMENT ELEVATION

SCALE: 22"x34" SHEET 1/2" = 1'-0"
SCALE: 11"x17" SHEET 1/4" = 1'-0"
NOTE: PPC AND FCOA #1 NOT SHOWN FOR CLARITY

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
–	XX-XX-10	ISSUED FOR ZONING	CHP	MJS	MJS	MB

T-Mobile®
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD. SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0778
FAX: 904-695-0638
CERTIFICATE OF AUTHORITY # 29001

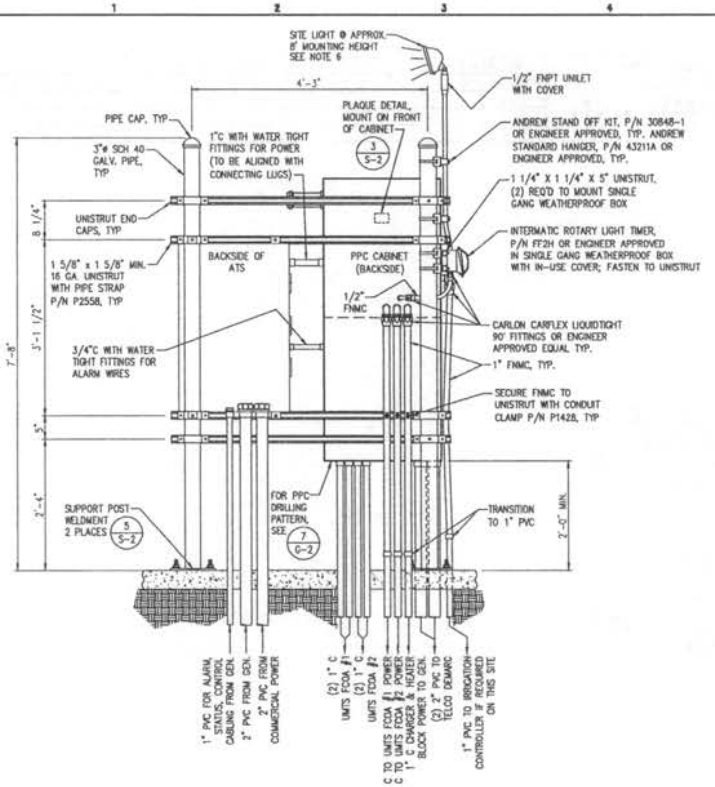
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

SITE PLAN & DETAILS
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE:	AS SHOWN
DRAWN BY:	EHP
DESIGN BY:	EHP
CHECKED BY:	MJS
DRAWING:	S-1
	6 of 17
DATE:	MAY XX, 2011
PROJECT NO:	107867

PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

PROFESSIONAL ENGINEER
MATTHEW J. SCOLFORO P.E.
FLORIDA LICENSE #56499

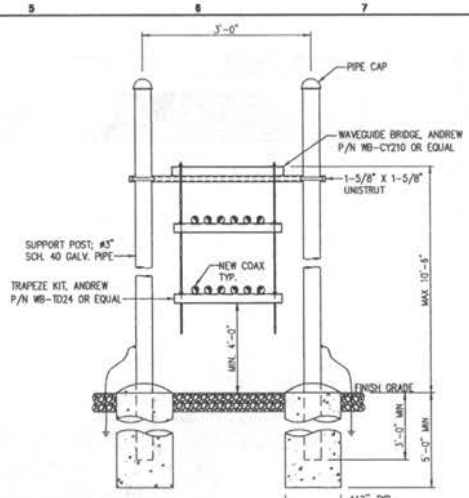


PPC & ATS DETAIL (1 S-2)

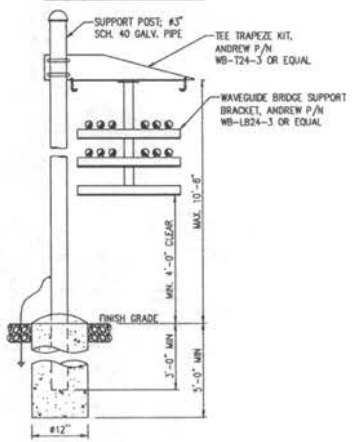
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"

NOTES:

1. COMBINATION AC/TELCO PPC UNIT TO BE PROVIDED BY OWNER & INSTALLED BY CONTRACTOR. PPC WEIGHT APPROXIMATELY 150 LBS.
2. CONTRACTOR MAY NEED TO MODIFY KNOCKOUT HOLES IN COMBINATION PPC TO ACCOMMODATE REQUIRED CONDUIT SIZES.
3. GPS UNIT AND COAX CABLES PROVIDED BY T-MOBILE AND INSTALLED BY CONTRACTOR.
4. POWER, ALARM & TELCO CONDUITS & FITTINGS SHALL BE WATER TIGHT.
5. SURGE PROTECTION IN TELEPHONE CHAMBER IS REQUIRED ON ALL SITES WITH EXTERNAL ALARM POINT MONITORING. AC DATA SYSTEMS TJN0108 DATA LINE PROTECTOR SHALL BE USED.
6. SITE LIGHT FIXTURE SHALL BE NEW LITHONIA MODEL TQS0012OLPIM12 250 WATT QUARTZ, 120 VOLT, OR ENGINEER APPROVED EQUIVALENT. ADJUST LIGHT DOWN TILT TO ILLUMINATE EQUIPMENT PAD ONLY. (BY CONTRACTOR.)
7. ALL ELECTRICAL CONDUIT AND TELCO CONDUIT SHALL BE SCHEDULE 40 PVC ABOVE GROUND OR FLEX.
8. ANY SUBSTITUTE PARTS MUST BE APPROVED IN WRITING BY ENGINEER.
9. GROUND BAR REMOVED FOR CLARITY, SEE DETAIL 9/G-3 FOR MOUNTING. SEE GROUNDING PLAN FOR GROUND WIRE CONFIGURATION
10. "UNISTRUT" SHALL BE METAL FRAMING SYSTEM COMPONENTS AND FITTINGS AS MANUFACTURED BY UNISTRUT® WAYNE, MI, USA.



TWO POST ICE BRIDGE



SINGLE POST ICE BRIDGE

ICE BRIDGE (2 S-2)

SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"

NOTES:

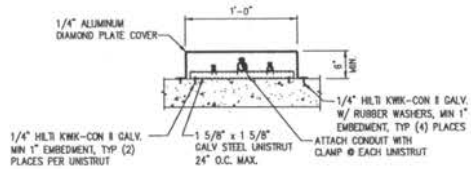
1. SUPPORT POSTS SHALL BE SPACED @ 8'-0" ON CENTER MAX.
2. QUANTITIES ARE PER LOCATION, NOT TOTALS.

T-MOBILE/POWERTEL
120/240 VOLTS
3020 SW 75TH ST
GAINESVILLE, FL 32607

PLAQUE DETAIL (3 S-2)

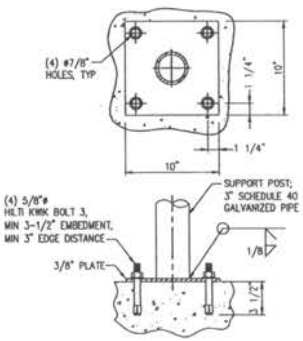
SCALE: 22"x34" SHEET 4" = 1'-0"
SCALE: 11"x17" SHEET 2" = 1'-0"

NOTE:
PROVIDE (2) PLAQUES: (1) LOCATED UPPER HALF OF PPC CABINET FACE & (1) LOCATED ADJACENT TO ELECTRIC SERVICE METER/DISCONNECT



DIAMOND PLATE COVER (4 S-2)

SCALE: 22"X34" SHEET 1" = 1'-0"
SCALE: 11"X17" SHEET 1/2" = 1'-0"



PPC POST WELDMENT (5 S-2)

SCALE: 22"x34" SHEET 2" = 1'-0"
SCALE: 11"x17" SHEET 1" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
-	XX-XX-10	ISSUED FOR ZONING	EHP	MJS	MJS	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

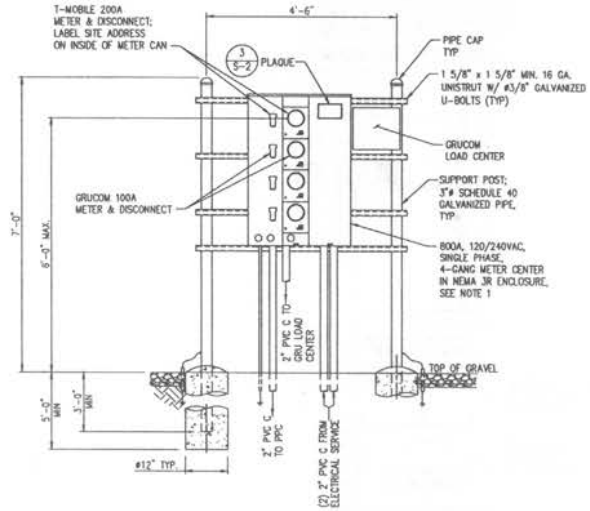
TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD. SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0638
CERTIFICATE OF AUTHORITY # 29001

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

DETAILS
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE:	AS SHOWN
DRAWN BY:	EHP
DESIGN BY:	EHP
CHECKED BY:	MJS
DRAWING:	S-2
	7 OF 17
DATE:	MAY XX, 2011
PROJECT NO:	107867

PROFESSIONAL ENGINEER
MATTHEW J. SCOLFORO P.E.
FLORIDA LICENSE #56486



METER SERVICE H-FRAME (1 / S-3)

SCALE: 22"x34" SHEET 3/4" = 1'-0"
SCALE: 11"x17" SHEET 3/8" = 1'-0"

NOTES:

1. UTILITY METER AND DISCONNECT SHALL BE SUPPLIED BY CONTRACTOR, PER LOCAL UTILITY REQUIREMENTS.
2. ALL BOXES AND EQUIPMENT SHALL BE WEATHERTIGHT AND RATED FOR EXTERIOR EXPOSURE.
3. ALL EXPOSED CONDUITS SHALL BE SCHEDULE 40 PVC OR M-FLEX, UNLESS OTHERWISE NOTED.
4. PROVIDE PULL STRINGS IN ALL CONDUITS.

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
-	XX-XX-10	ISSUED FOR ZONING	EHP	MJS	MJS	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD. SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0638
CERTIFICATE OF AUTHORITY # 28991

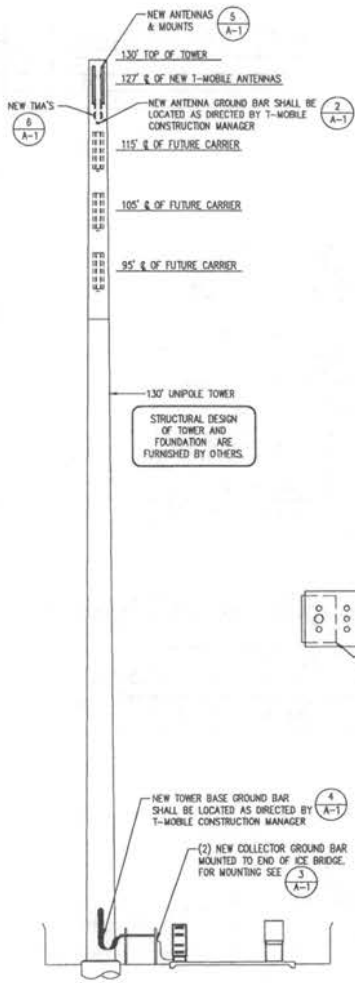
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

DETAILS
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

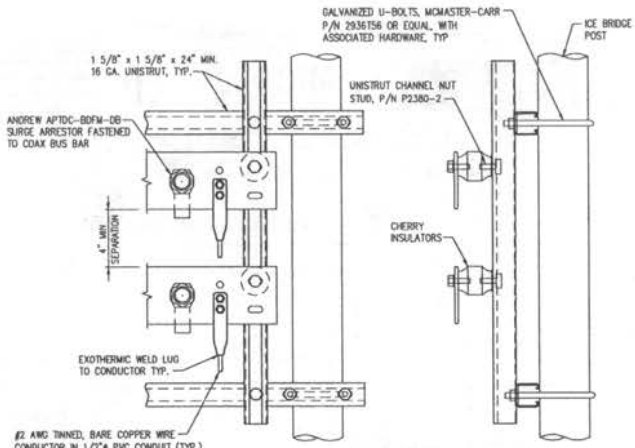
SCALE:	AS SHOWN
DRAWN BY:	EHP
DESIGN BY:	EHP
CHECKED BY:	MJS
DRAWING:	S-3
SHEET	8 OF 17
DATE:	MAY XX, 2011
PROJECT NO:	107867

PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

PROFESSIONAL ENGINEER
MATTHEW J. SCOLFORO P.E.
FLORIDA LICENSE #58459

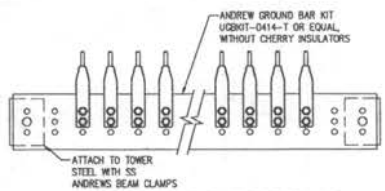


TOWER ELEVATION (1/A2-1)
SCALE: N.T.S.

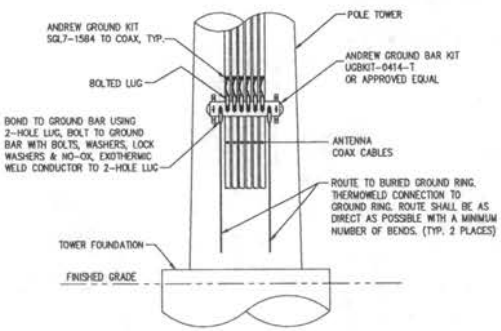


COLLECTOR BAR MOUNTING (3/A-1)
SCALE: N.T.S.

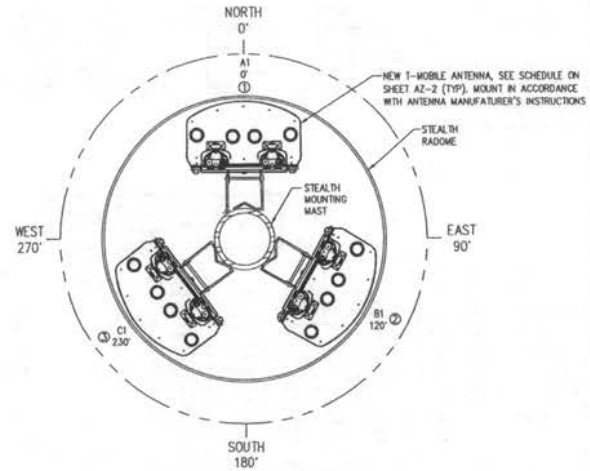
NOTE:
CONDUCTORS TO BE EXOTHERMIC WELDED TO LUGS & BOLTED WITH MIN. 1/2" DIA. STAINLESS STEEL BOLT WITH HEAD & NUT FLAT WASHER & NUT LOCK WASHER TYP.



ANTENNA GROUND BAR (2/A-1)
SCALE: N.T.S.

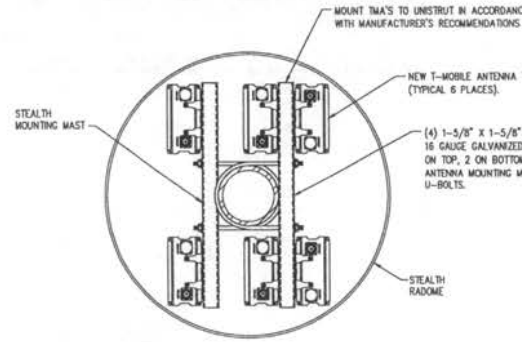


TOWER EXIT GROUND BAR (4/A-1)
SCALE: N.T.S.



ANTENNA ORIENTATION (5/A-1)
SCALE: NOT TO SCALE

NOTE:
1. ANTENNA ORIENTATION IS CLOCKWISE FROM TRUE NORTH.
2. ANTENNA AIMUTH/CONFIGURATION LAYOUT FORM SHALL BE COMPLETED AND PROVIDED TO CONSTRUCTION MANAGER.



TMA MOUNTING (6/A-1)
SCALE: NOT TO SCALE

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	PLM
–	XX-XX-10	ISSUED FOR ZONING	EHP	MJS	MJS	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD. SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0638
CERTIFICATE OF AUTHORITY # 29601

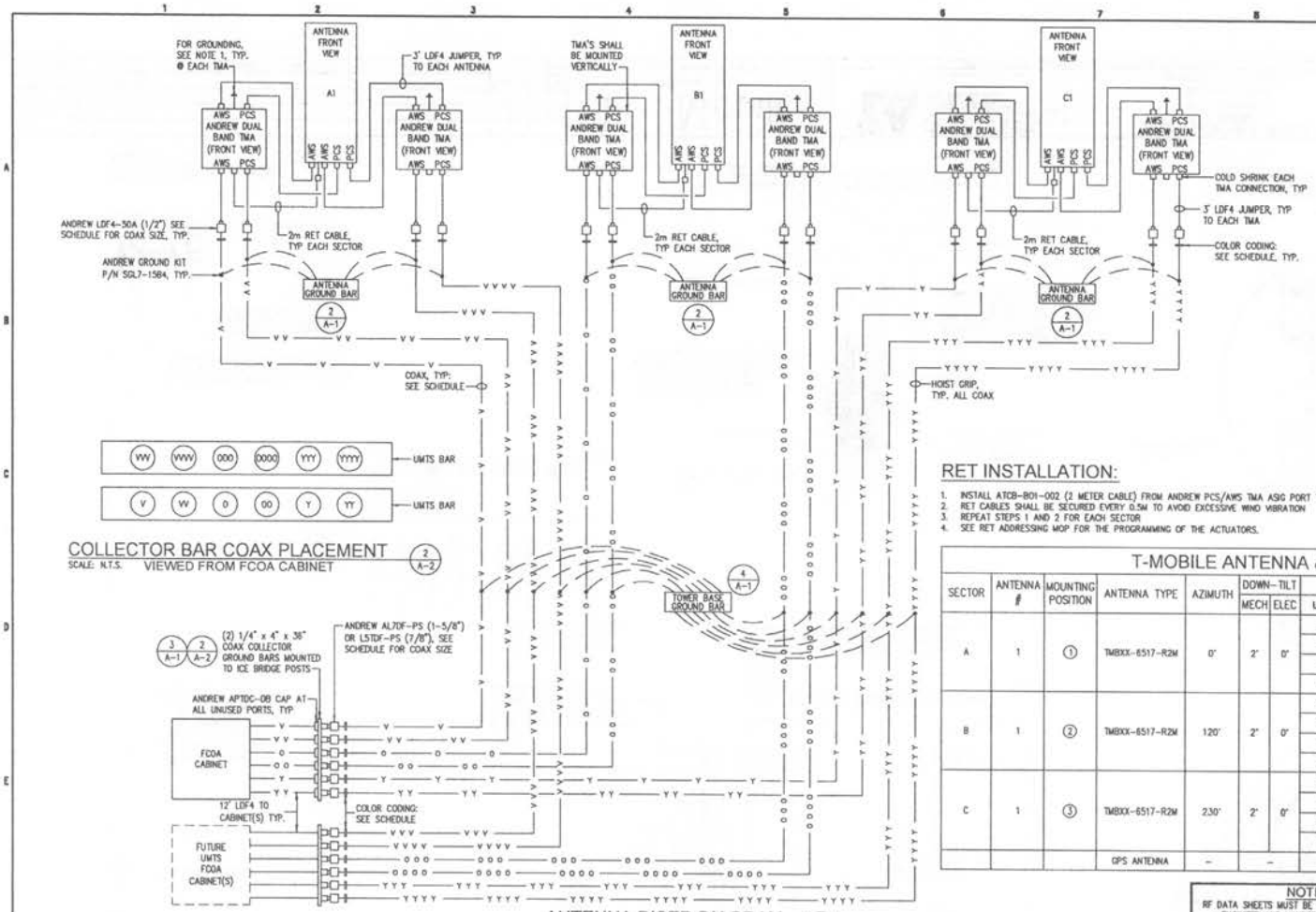
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

TOWER ELEVATION & DETAILS
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE:	AS SHOWN
DRAWN BY:	EHP
DESIGN BY:	EHP
CHECKED BY:	MJS
DRAWING:	A-1
	9 OF 17
DATE:	MAY XX, 2011
PROJECT NO.:	107867

PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

PROFESSIONAL ENGINEER
MATTHEW J. SCOLFORO P.E.
FLORIDA LICENSE #56498



COLLECTOR BAR COAX PLACEMENT

SCALE: N.T.S. VIEWED FROM FCOA CABINET (2 A-2)

ANTENNA RISER DIAGRAM

SCALE: N.T.S. (1 A-2)

NOTES:

1. USE 1 HOLE LUG TO ATTACH GROUND STRAP TO CLAMP. CLAMP TO STEEL STRUCTURE (SEPARATE GROUND BAR NOT REQUIRED).
2. ANTENNA'S ARE SHOWN AS REAR VIEW AND TMA'S ARE SHOWN AS FRONT VIEW.
3. MID HEIGHT GROUND BAR IS REQUIRED IF RAD CENTER IS 200' AGL OR GREATER.

RET INSTALLATION:

1. INSTALL ATCB-R01-002 (2 METER CABLE) FROM ANDREW PCS/AWS TMA ASIG PORT TO THE 1ST INPUT PORT ON THE A1 ANTENNA.
2. RET CABLES SHALL BE SECURED EVERY 0.5M TO AVOID EXCESSIVE WIND VIBRATION
3. REPEAT STEPS 1 AND 2 FOR EACH SECTOR
4. SEE RET ADDRESSING MOP FOR THE PROGRAMMING OF THE ACTUATORS.

T-MOBILE ANTENNA & CABLING SCHEDULE

SECTOR	ANTENNA #	MOUNTING POSITION	ANTENNA TYPE	AZIMUTH	DOWN-TILT		COAX CABLE			COLOR CODE	REMARKS
					MECH	ELEC	LENGTH	DIAMETER	TYPE		
A	1	①	TMBXX-6517-R2M	0°	2°	0°	155'	1-5/8"	AVA	VIOLET	NEW SECTOR A COAX CABLE 1
							155'	1-5/8"	AVA	VIOLET, VIOLET	NEW SECTOR A COAX CABLE 2
							155'	1-5/8"	AVA	VIOLET (3X)	NEW SECTOR A COAX CABLE 3
							155'	1-5/8"	AVA	VIOLET (4X)	NEW SECTOR A COAX CABLE 4
B	1	②	TMBXX-6517-R2M	120°	2°	0°	155'	1-5/8"	AVA	ORANGE	NEW SECTOR B COAX CABLE 1
							155'	1-5/8"	AVA	ORANGE, ORANGE	NEW SECTOR B COAX CABLE 2
							155'	1-5/8"	AVA	ORANGE (3X)	NEW SECTOR B COAX CABLE 3
							155'	1-5/8"	AVA	ORANGE (4X)	NEW SECTOR B COAX CABLE 4
C	1	③	TMBXX-6517-R2M	230°	2°	0°	155'	1-5/8"	AVA	YELLOW	NEW SECTOR C COAX CABLE 1
							155'	1-5/8"	AVA	YELLOW, YELLOW	NEW SECTOR C COAX CABLE 2
							155'	1-5/8"	AVA	YELLOW (3X)	NEW SECTOR C COAX CABLE 3
							155'	1-5/8"	AVA	YELLOW (4X)	NEW SECTOR C COAX CABLE 4
			GPS ANTENNA	-	-		-	-		-	TO BE SUPPLIED BY T-MOBILE

NOTE:
RF DATA SHEETS MUST BE CONFIRMED BY THE RF ENGINEER AND HANDED TO THE GENERAL CONTRACTOR AT THE PRE-CONSTRUCTION SITE WALK.

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
-	XX-XX-10	ISSUED FOR ZONING	EHP	MJS	MJS	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD, SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0638
CERTIFICATE OF AUTHORITY # 29661

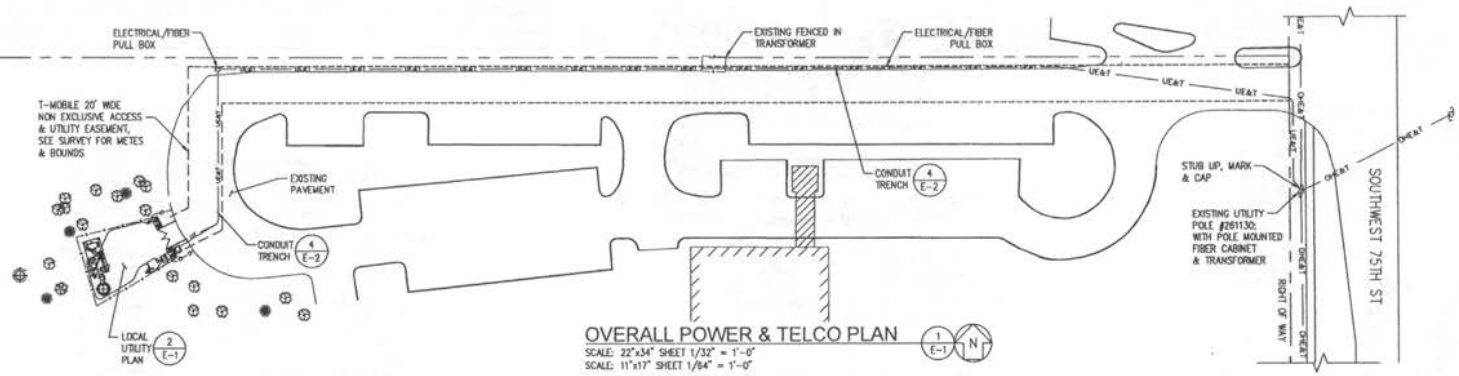
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

ANTENNA COAX CONFIGURATION
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE:	AS SHOWN
DRAWN BY:	EHP
DESIGN BY:	EHP
CHECKED BY:	MJS
DRAWING:	A-2 10 OF 17
DATE:	MAY XX, 2011
PROJECT NO.:	107867

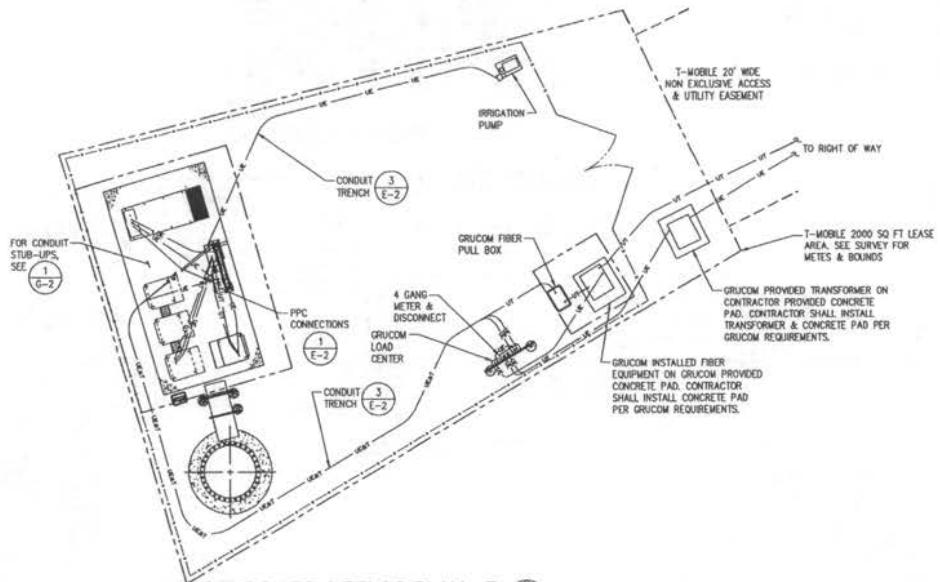
PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

PROFESSIONAL ENGINEER
MATTHEW J. BOLTFORD P.E.
FLORIDA LICENSE #56498



OVERALL POWER & TELCO PLAN

SCALE: 22"x34" SHEET 1/32" = 1'-0"
SCALE: 11"x17" SHEET 1/64" = 1'-0"



LOCAL POWER & TELCO PLAN

SCALE: 22"x34" SHEET 3/8" = 1'-0"
SCALE: 11"x17" SHEET 3/16" = 1'-0"

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
–	XX-XX-10	ISSUED FOR ZONING	DHP	MJS	MJS	MB

T-Mobile®
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD, SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0638
CERTIFICATE OF AUTHORITY # 28881

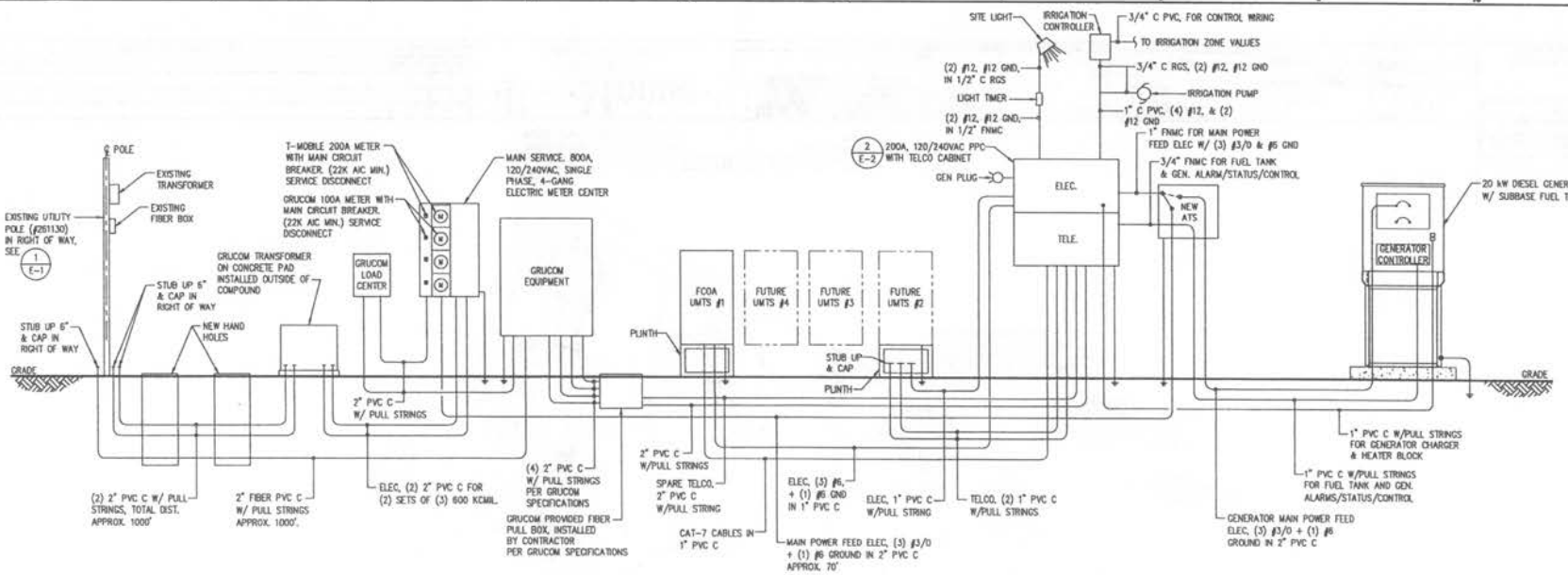
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

POWER AND TELCO PLAN
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE: AS SHOWN
DRAWN BY: EHP
DESIGN BY: EHP
CHECKED BY: MJS
DRAWING: E-1 11 OF 17
DATE: MAY XX, 2011
PROJECT NO.: 107867

PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

PROFESSIONAL ENGINEER
MATTHEW J. SCOLFORO P.E.
FLORIDA LICENSE #56496



POWER PANEL SCHEDULE

120/240 VAC, 200A, SINGLE PHASE, 3 WIRE

200A MAIN BREAKER

DESCRIPTION	BRKR	NO.	NO.	BRKR	DESCRIPTION
SURGE ARRESTOR	60A	1	2	20A	GFI RECEPTICLE
		3	4	15A	SITE LIGHT
FCOA UMTS #1	20A[2]	5	6	20A	GEN HEATER BLOCK
		7	8	–	SPACE
FUTURE UMTS #2	20A[2]	9	10	20A[2]	FUTURE UMTS #3
		11	12		
FUTURE UMTS #4	20A[2]	13	14	20A	IRRIGATION PUMP
		15	16		
SPACE	–	17	18	–	SPACE
SPACE	–	19	20	–	SPACE
SPACE	–	21	22	–	SPACE
SPACE	–	23	24	–	SPACE

BREAKER 22,000 AIC RATED @ 240 VOLTS TOTAL CONNECTED LOAD: 15.8kVA 78.5A
TOTAL CONTINUOUS LOAD: 13.4kVA 64.4A

PPC POWER PANEL SCHEDULE 2 E-2

NOTES:

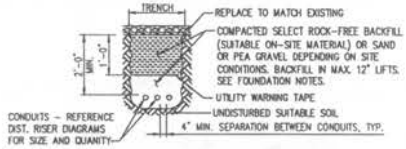
1. BREAKER SIZES ARE REPRESENTATIVE AND SHALL BE VERIFIED BY CONTRACTOR FOR SPECIFIC EQUIPMENT INSTALLED.
2. BREAKER SHALL BE HACR RATED.

DISTRIBUTION RISER DIAGRAM 1 E-2

SCALE: N.T.S.

NOTES:

1. ALARM AND TELEPHONE CONDUITS SHALL HAVE PULLWIRE END TO END.
2. INSTALL HANDHOLES AS REQUIRED AND PROVIDED BY UTILITY COMPANIES.
3. ALL ELECTRICAL CONDUIT AND TELCO CONDUIT SHALL BE SCHEDULE 40 PVC (SUNLIGHT RESISTANT) OR CARFLEX FNMC, UNLESS OTHERWISE NOTED.
4. CAT-7 CABLE SHALL BE ISO/IEC 11801 CLASS 'F' CABLING WITH (2) INDIVIDUALLY-SHIELDED PAIRS (STP) INSIDE AN OVERALL SHIELD.
5. CONTRACTOR TO PULL ETHERNET CABLE (SUPPLIED WITH FCOA) INSIDE CONDUIT WITH CAT-7 CABLES AND LEAVE COILED INSIDE THE PLINTH BENEATH THE FCOA AND INSIDE THE PPC.

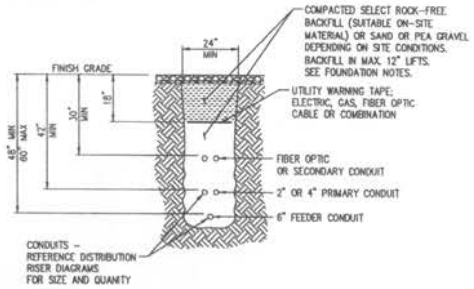


CONDUIT TRENCH DETAIL 3 E-2

SCALE: N.T.S

NOTES:

1. SEE DISTRIBUTION RISER DIAGRAM FOR REQUIRED TELCO & POWER QUANTITIES & CONDUIT SIZES.
2. PULL BOXES INSTALLED PER LOCAL UTILITY REQUIREMENTS.
3. SEPARATION DIMENSION BETWEEN CONDUITS TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS.



GRUCOM CONDUIT TRENCH DETAIL 4 E-2

SCALE: NOT TO SCALE

NOTES:

1. SEE DISTRIBUTION RISER DIAGRAM FOR REQUIRED TELCO & POWER QUANTITIES & CONDUIT SIZES.
2. PULL BOXES INSTALLED PER LOCAL UTILITY REQUIREMENTS.
3. SEPARATION DIMENSION BETWEEN CONDUITS TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS.

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
–	XX-XX-10	ISSUED FOR ZONING	EHP	MJS	MJS	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD. SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0638
CERTIFICATE OF AUTHORITY # 26851

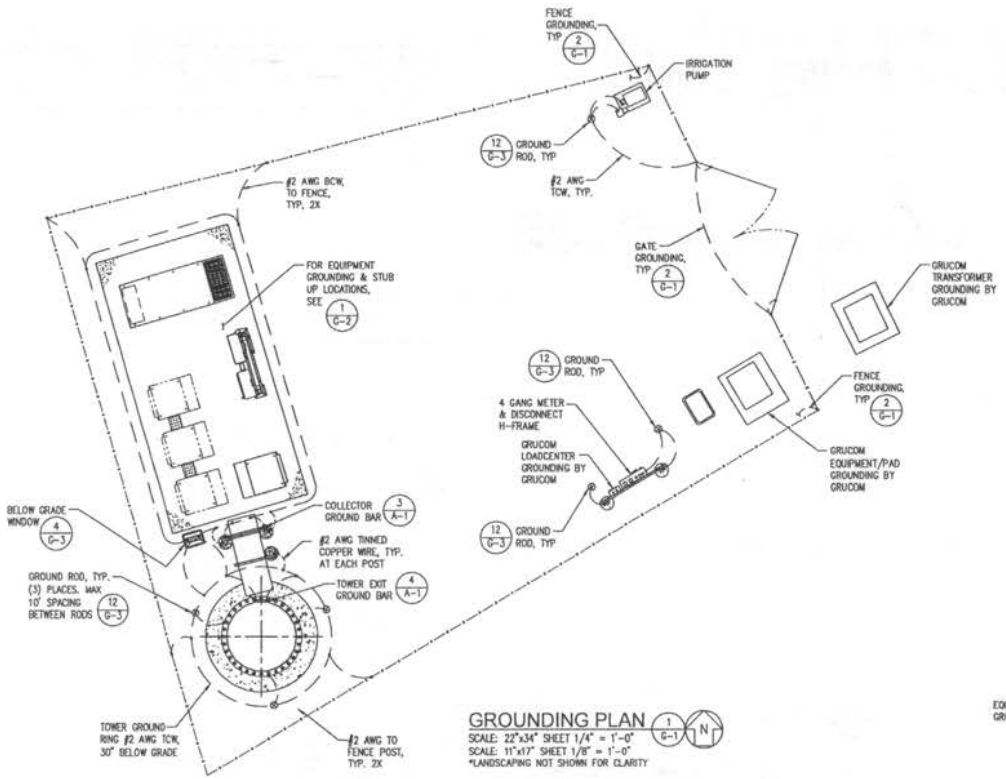
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

UTILITY DETAILS
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE:	AS SHOWN
DRAWN BY:	EHP
DESIGN BY:	EHP
CHECKED BY:	MJS
DRAWING:	E-2 12 OF 17
DATE:	MAY XX, 2011
PROJECT NO.:	107867

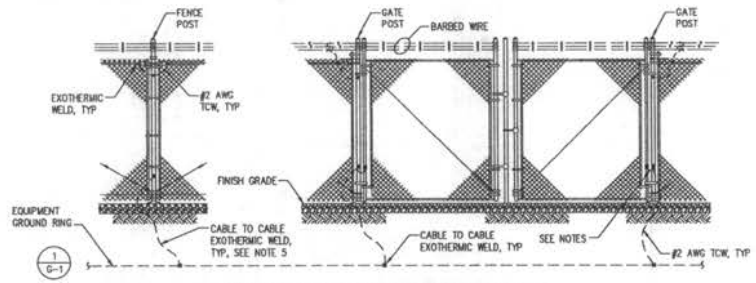
PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

PROFESSIONAL ENGINEER
MATTHEW A. SCOLFORO P.E.
FLORIDA LICENSE #58498



GROUNDING PLAN (1/G-1) (N)

SCALE: 22"x34" SHEET 1/4" = 1'-0"
SCALE: 11"x17" SHEET 1/8" = 1'-0"
*LANDSCAPING NOT SHOWN FOR CLARITY



FENCE AND GATE GROUNDING (2/G-1)

SCALE: N.T.S.

NOTES:

1. #2 AWG TCW, FROM GROUND RING, SHALL BE EXOTHERMIC WELDED TO THE POST, ABOVE GRADE.
2. BOND EACH HORIZONTAL BRACE/RAIL TO EACH OTHER AND EACH VERTICAL POST THAT IS BONDED TO THE EXTERIOR GROUND RING.
3. GATE JUMPER SHALL BE #2/0 AWG WELDING CABLE, OR FLEXIBLE COPPER BRAID (BURNDY TYPE B) W/SLEEVES ON EACH END, FOR EXOTHERMIC WELDING.
4. GATE JUMPER SHALL BE INSTALLED SO THAT IT WILL NOT BE SUBJECTED TO DAMAGING STRAIN, WHEN GATE IS FULLY OPEN, IN EITHER DIRECTION.
5. VERTICAL POSTS SHALL BE BONDED TO GROUND RING, AT EACH CORNER END AND EACH GATE POST; ONE VERTICAL POST SHALL BE BONDED TO GROUND RING FOR EVERY 100'-0" STRAIGHT RUN OF FENCE, MINIMUM.
6. HORIZONTAL RAILS SHALL BE BONDED TO EACH OTHER.
7. BOND EACH HORIZONTAL BRACE/RAIL TO EACH OTHER AND TO EACH VERTICAL POST THAT IS BONDED TO THE EXTERIOR GROUND RING.

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
-	XX-XX-10	ISSUED FOR ZONING	EHP	MJS	MJS	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD, SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0778
FAX: 904-696-0638
CERTIFICATE OF AUTHORITY # 28951

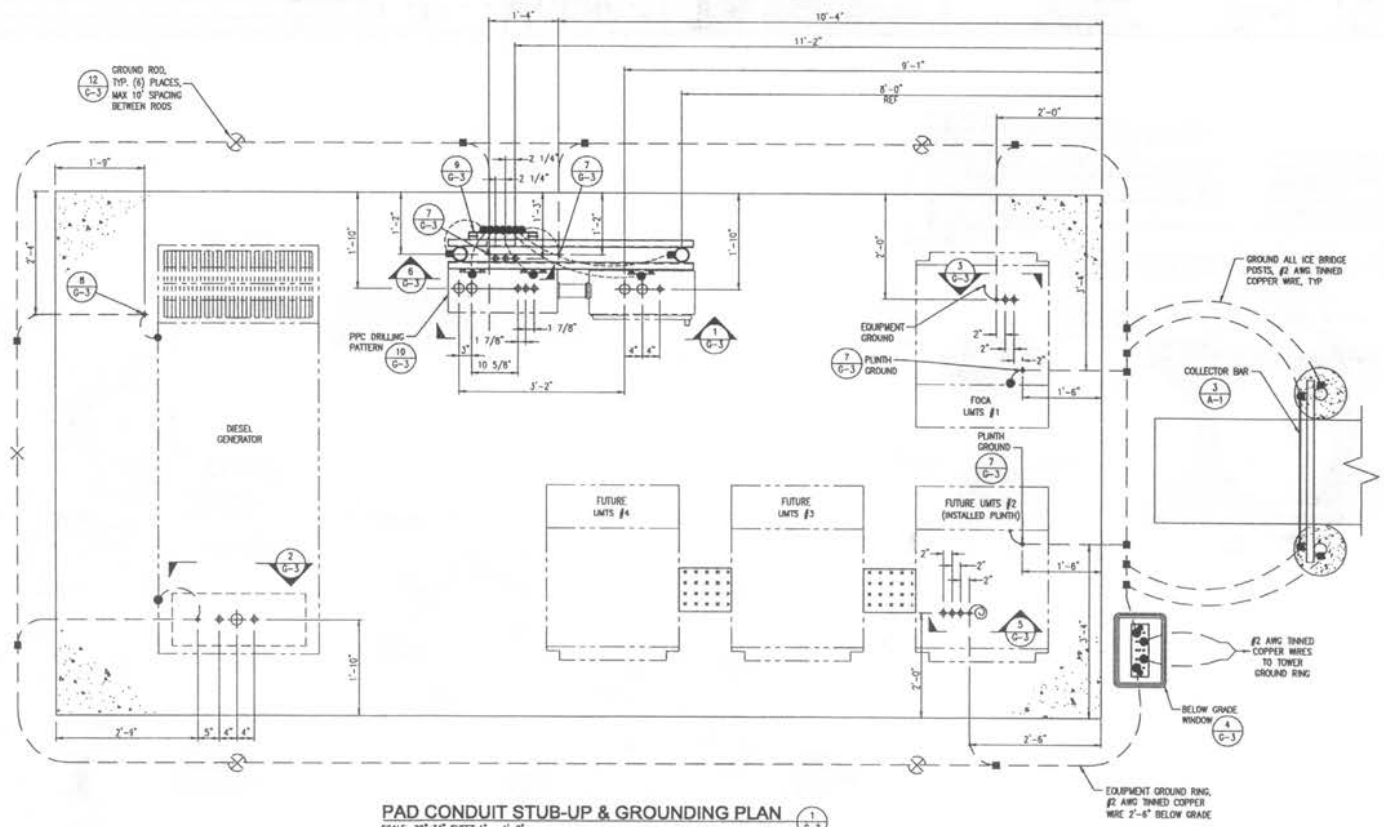
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

GROUNDING PLAN
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE:	AS SHOWN
DRAWN BY:	EHP
DESIGN BY:	EHP
CHECKED BY:	MJS
DRAWING:	G-1 13 OF 17
DATE:	MAY XX, 2011
PROJECT NO:	107867

PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

PROFESSIONAL ENGINEER
MATTHEW J. SCOLFORO P.E.
FLORIDA LICENSE #58498



PAD CONDUIT STUB-UP & GROUNDING PLAN (1 G-2)

SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
–	XX-XX-10	ISSUED FOR ZONING	EHP	MJS	MJS	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD, SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0636
CERTIFICATE OF AUTHORITY # 26991

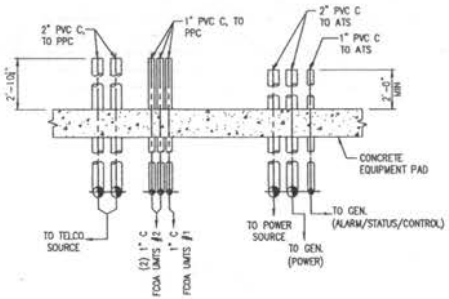
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

PAD CONDUIT STUB-UP & GROUNDING PLAN
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

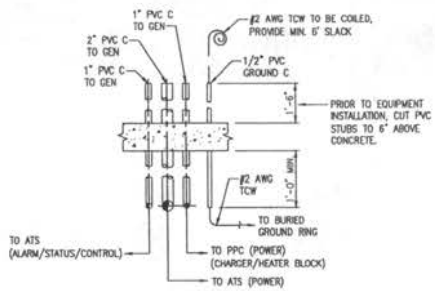
SCALE:	AS SHOWN
DRAWN BY:	EHP
DESIGN BY:	EHP
CHECKED BY:	MJS
DRAWING	G-2 14 of 17
DATE:	MAY XX, 2011
PROJECT NO:	107887

PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

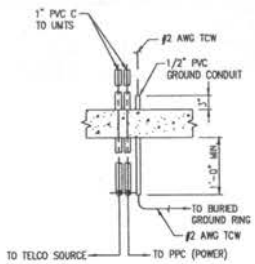
PROFESSIONAL ENGINEER
MATTHEW J. SCOLFORO P.E.
FLORIDA LICENSE #58456



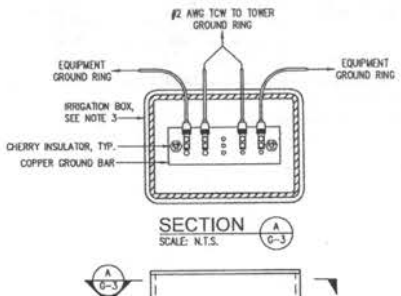
PPC & ATS STUB-UP DETAIL (1 / G-3)
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"
*GROUNDING C NOT SHOWN FOR CLARITY



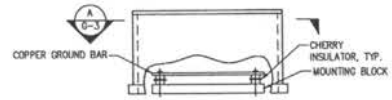
GENERATOR STUB-UP DETAIL (2 / G-3)
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"



UMTS #1 STUB-UP DETAIL (3 / G-3)
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"

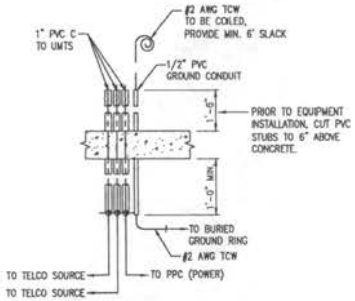


SECTION (A / G-3)
SCALE: N.T.S.

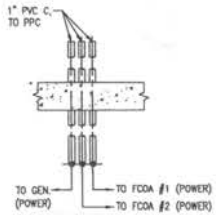


BELOW GRADE WINDOW (4 / G-3)
SCALE: N.T.S.

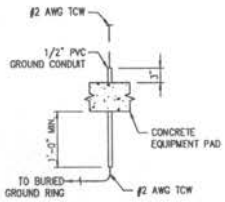
NOTES:
1. 4" X 12" X 1/4" SOLID COPPER BAR
2. (2) 3/8" CHERRY ISOLATORS SUPPORTED BY 12" X 4" MOUNTING BLOCK.
3. PROVIDE IRRIGATION VALVE CONTROL BOX, WINDOW TO BE 17" X 12" X 9".
4. EXOTHERMIC WELD LUGS.
5. ALL COPPER BARS TO BE TINNED.



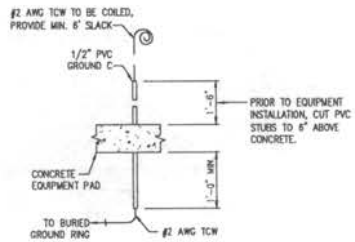
FUTURE UMTS #2 STUB-UP DETAIL (5 / G-3)
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"



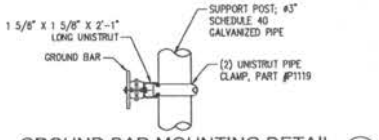
EQUIPMENT STUB-UP DETAIL (6 / G-3)
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"



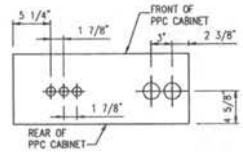
EQUIPMENT GROUND STUB-UP DETAIL (7 / G-3)
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"



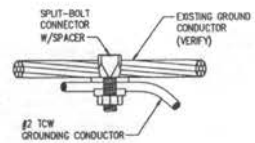
FUTURE GROUND STUB-UP DETAIL (8 / G-3)
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"



GROUND BAR MOUNTING DETAIL (9 / G-3)
SCALE: 22"X34" SHEET 2" = 1'-0"
SCALE: 11"X17" SHEET 1" = 1'-0"

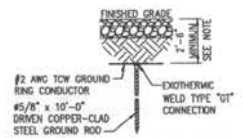


PPC DRILLING PATTERN (10 / G-3)
SCALE: 22"X34" SHEET 1-1/2" = 1'-0"
SCALE: 11"X17" SHEET 3/4" = 1'-0"



SPLIT-BOLT CONNECTOR (11 / G-3)
SCALE: N.T.S.

NOTE:
USE SPLIT BOLT CONNECTOR ONLY IN THE EVENT THAT OWNER WILL NOT ALLOW EXOTHERMIC WELD CONNECTION.



GROUND ROD (12 / G-3)
SCALE: N.T.S.

NOTE:
TOP ELEVATION OF GROUND ROD TO BE MINIMUM OF 30 INCHES BELOW FINISH GRADE

NO.	DATE	REVISIONS AND RECORD OF ISSUE	CHP	MJS	MJS	MB
-	XX-XX-10	ISSUED FOR ZONING	BY	CHK	APP	FLM

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD. SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0638
CERTIFICATE OF AUTHORITY # 28861

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

STUB UP & GROUNDING DETAILS
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE:	DRAWING:
AS SHOWN	G-3 15 of 17
DRAWN BY: EHP / DESIGN BY: EHP	DATE: MAY XX, 2011
CHECKED BY: MJS	PROJECT NO: 107867

PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

PROFESSIONAL ENGINEER
MATTHEW J. SICILFORO P.E.
FLORIDA LICENSE #56458

PLANT SCHEDULE

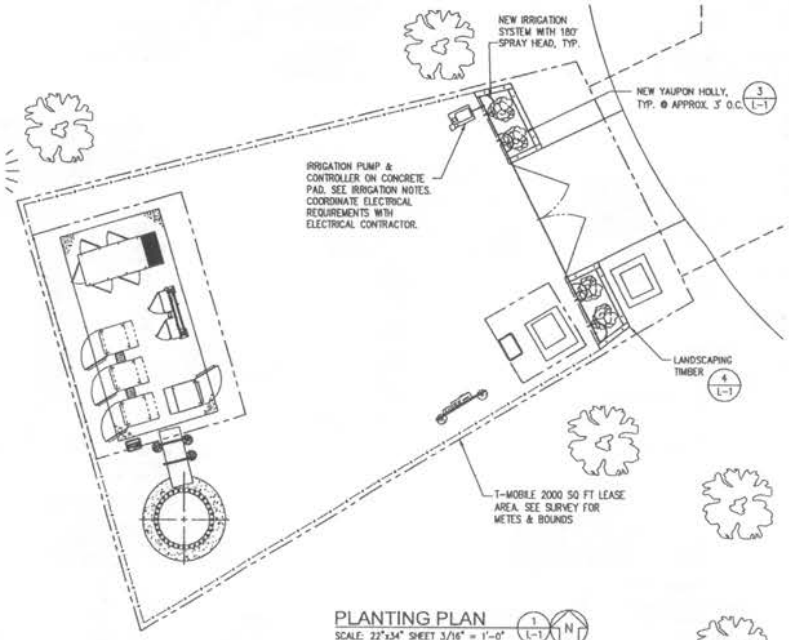
QTY	SYM.	COMMON NAME	BOTANICAL NAME	PLANT SIZE
4		YAUPON HOLLY	ILEX VOMITORIA	MIN. HEIGHT 24"

LANDSCAPING:

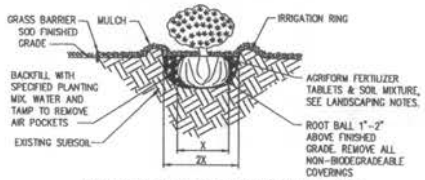
1. MULCH WITH PINE BARK NUGGETS, 3" DEEP MINIMUM.
2. LANDSCAPE CONTRACTOR TO GUARANTEE AND TO MAINTAIN TREES AND SHRUBS FOR 1 YEAR.
3. ALL PLANTING MATERIAL SHALL BE FLORIDA # 1 OR BETTER AS OUTLINED BY GRADES AND STANDARDS FOR NURSERY PLANTS, DIVISION OF PLANTING INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE, AND CONSUMER SERVICES. PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
4. FERTILIZER FOR PLANTING OPERATIONS: SHALL BE A COMMERCIAL 8-8-8 FERTILIZER WITH 100% ORGANIC NITROGEN.
5. PEAT SHALL CONSIST OF REED PEAT OR SEDGE PEAT, BUT NOT PEAT MOSS AND SHALL BE FREE OF STICKS, STONES, WEEDY ROOTS AND OTHER DEBRIS.
6. PLANTING SOIL MIXTURE SHALL CONSIST OF TWO (2) PARTS TOPSOIL TO ONE (1) PART PEAT, TO WHICH 8-8-8 FERTILIZER HAS BEEN ADDED, ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
7. ALL TREES SHALL BE STAKED AS SHOWN USING BIODEGRADABLE TWINE. THE LANDSCAPE CONTRACTOR SHALL RETURN BETWEEN 6 MONTHS & 1 YEAR TO REMOVE STAKING MATERIAL.
8. ALL TREES WRAPPED IN BURLAP, PLANTING BAGS OR ANY OTHER FABRIC WILL HAVE THIS MATERIAL CUT ON FOUR SIDES THE ENTIRE LENGTH OF THE ROOT BALL.
9. ALL TREES PLANTED IN SOD SHALL BE IN A (4) FOOT MULCHED RING AROUND THE TREE.
10. ALL TREES PLANTED IN SOD SHALL HAVE A 10" PLASTIC PROTECTOR AROUND THE TRUNK TO PROTECT FROM MOWING DAMAGE.

IRRIGATION NOTES:

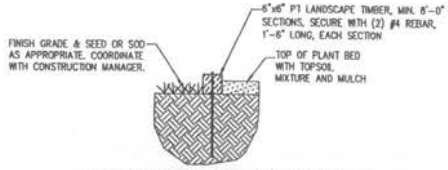
1. PROVIDE A FULLY AUTOMATIC IRRIGATION SYSTEM. SYSTEM MUST PROVIDE 100% COVERAGE FOR ALL NEW VEGETATION.
2. SYSTEM SHALL INCLUDE: WELL, PUMP, PUMP ENCLOSURE, BACKFLOW PREVENTER, RAIN SENSOR SHUTOFF, CONTROLLER, IRRIGATION PIPING SYSTEM, AND ACCESSORIES AS REQUIRED TO IRRIGATE ALL PLANTED AREAS. EXACT LOCATION OF WELL SHALL BE COORDINATED WITH T-MOBILE CONSTRUCTION MANAGER. WELL AND IRRIGATION SYSTEM SHALL COMPLY WITH ALL GOVERNING CODES AND REGULATIONS. DESIGN OF IRRIGATION SYSTEM SHALL BE BY A COMPANY NORMALLY ENGAGED IN THE IRRIGATION BUSINESS. IRRIGATION PUMP MUST BE LOCATED INSIDE THE SECURE FENCED COMPOUND. NO EXCEPTIONS.
3. PUMP ENCLOSURE SHALL BE A FIBERGLASS/COMPOSITE OR ALUMINUM ENCLOSURE TO PROTECT PUMP FROM FREEZING. ENCLOSURE SHALL BE A PRE-MANUFACTURED PRODUCT SPECIFICALLY FOR THIS PURPOSE. SECURE ENCLOSURE TO CONCRETE SLAB WITH FASTENERS TO ALLOW FOR EASE OF REMOVAL & REPLACEMENT.
4. INSULATE ALL ABOVEGROUND IRRIGATION PIPING WITH 3/4" THICK PRE-MOLDED FLEXIBLE UNICELLULAR PIPE INSULATION. ADHESIVES, SEALERS AND PROTECTIVE FINISHES SHALL BE AS RECOMMENDED BY INSULATION MANUFACTURER.
5. INSTALL IRRIGATION PUMP ON A CONCRETE PAD OF SUFFICIENT SIZE TO ACCOMMODATE THE PUMP ENCLOSURE.
6. FINAL IRRIGATION DESIGN AND PRODUCT DATA FOR ALL COMPONENTS SHALL BE SUBMITTED TO AND APPROVED BY T-MOBILE CONSTRUCTION MANAGER.



PLANTING PLAN
SCALE: 22"x34" SHEET 3/16" = 1'-0"
SCALE: 11"x17" SHEET 3/32 = 1'-0"
1 L-1



SHRUB PLANTING DETAIL
NOT TO SCALE
3 L-1



LANDSCAPE TIMBER DETAIL
SCALE: N.T.S
4 L-1

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
-	XX-XX-10	ISSUED FOR ZONING	EHP	MJS	MJS	MB

T-Mobile®
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD. SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0638
CERTIFICATE OF AUTHORITY # 29861

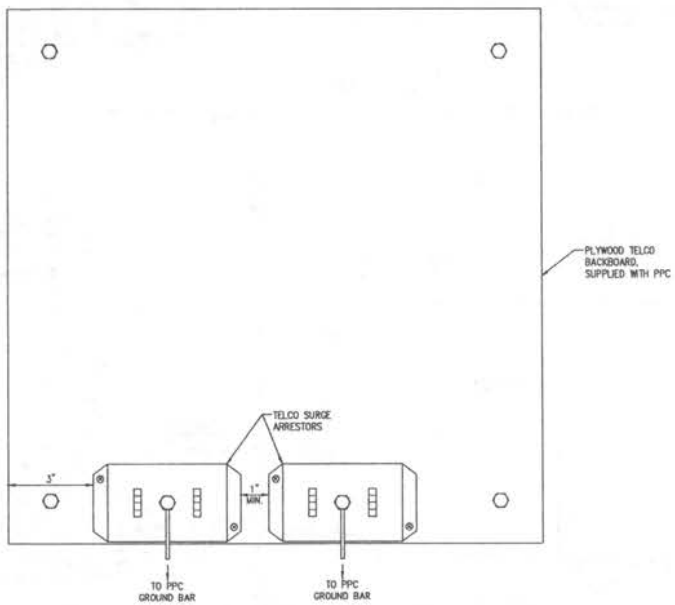
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

LANDSCAPING PLAN & DETAILS
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE:	AS SHOWN
DRAWN BY:	EHP
DESIGN BY:	EHP
CHECKED BY:	MJS
DRAWING	L-1 16 of 17
DATE:	MAY XX, 2011
PROJECT NO:	107867

PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

PROFESSIONAL ENGINEER
MATTHEW J. SCOLFORO P.E.
FLORIDA LICENSE #66494



ALARM WIRING LAYOUT

1 / W-1

SCALE: 22"x34" SHEET 1/2" = 1"
SCALE: 11"x17" SHEET 1/4" = 1"

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
–	XX-XX-10	ISSUED FOR ZONING	EHP	MJS	MJS	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD. SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0638
CERTIFICATE OF AUTHORITY # 28801

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

ALARM WIRING SCHEMATIC
SITE #J-698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

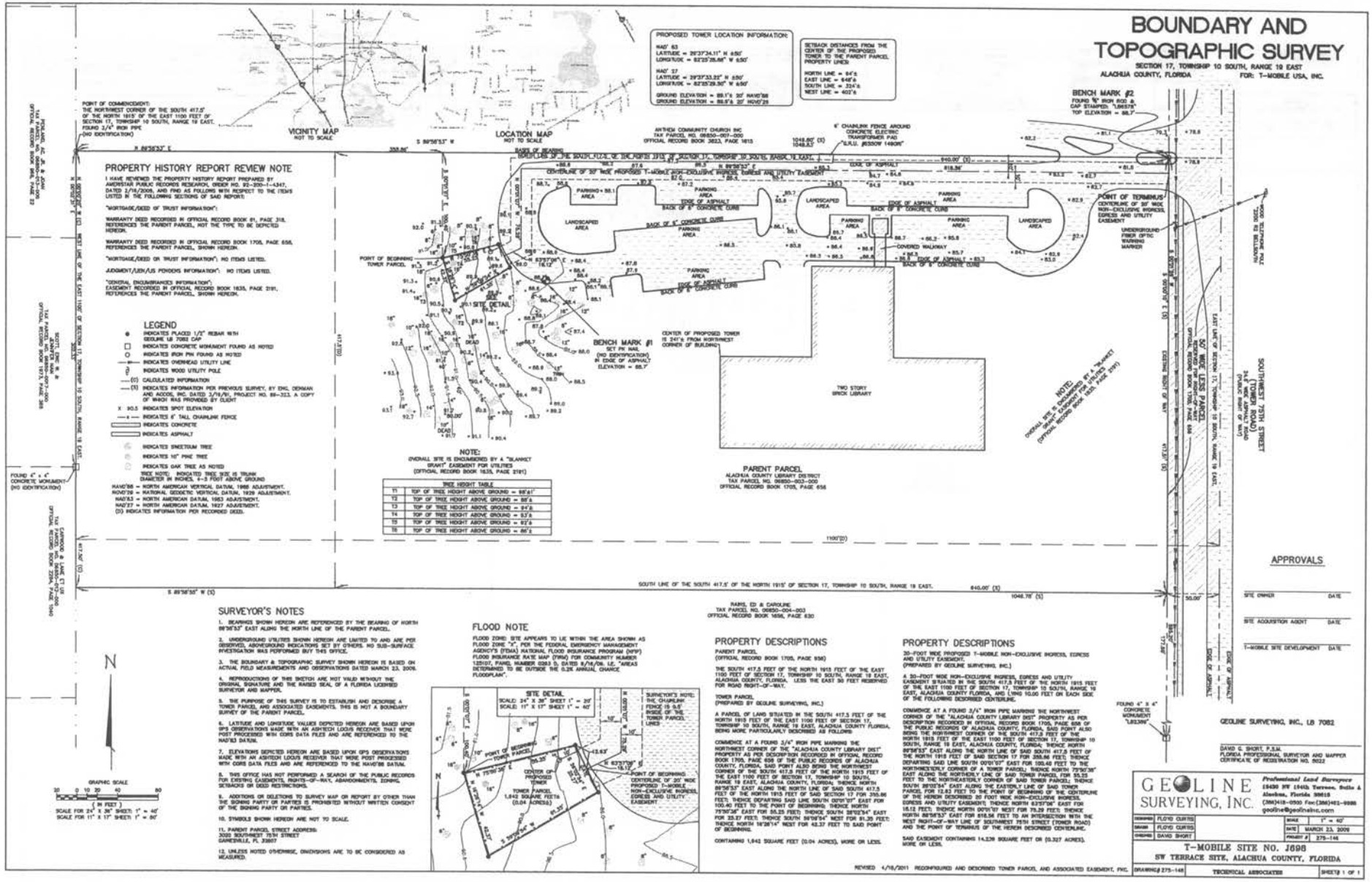
SCALE:	AS SHOWN
DRAWN BY:	EHP
DESIGN BY:	EHP
CHECKED BY:	MJS
DRAWING	W-1 17 OF 17
DATE:	MAY XX, 2011
PROJECT NO.:	107867

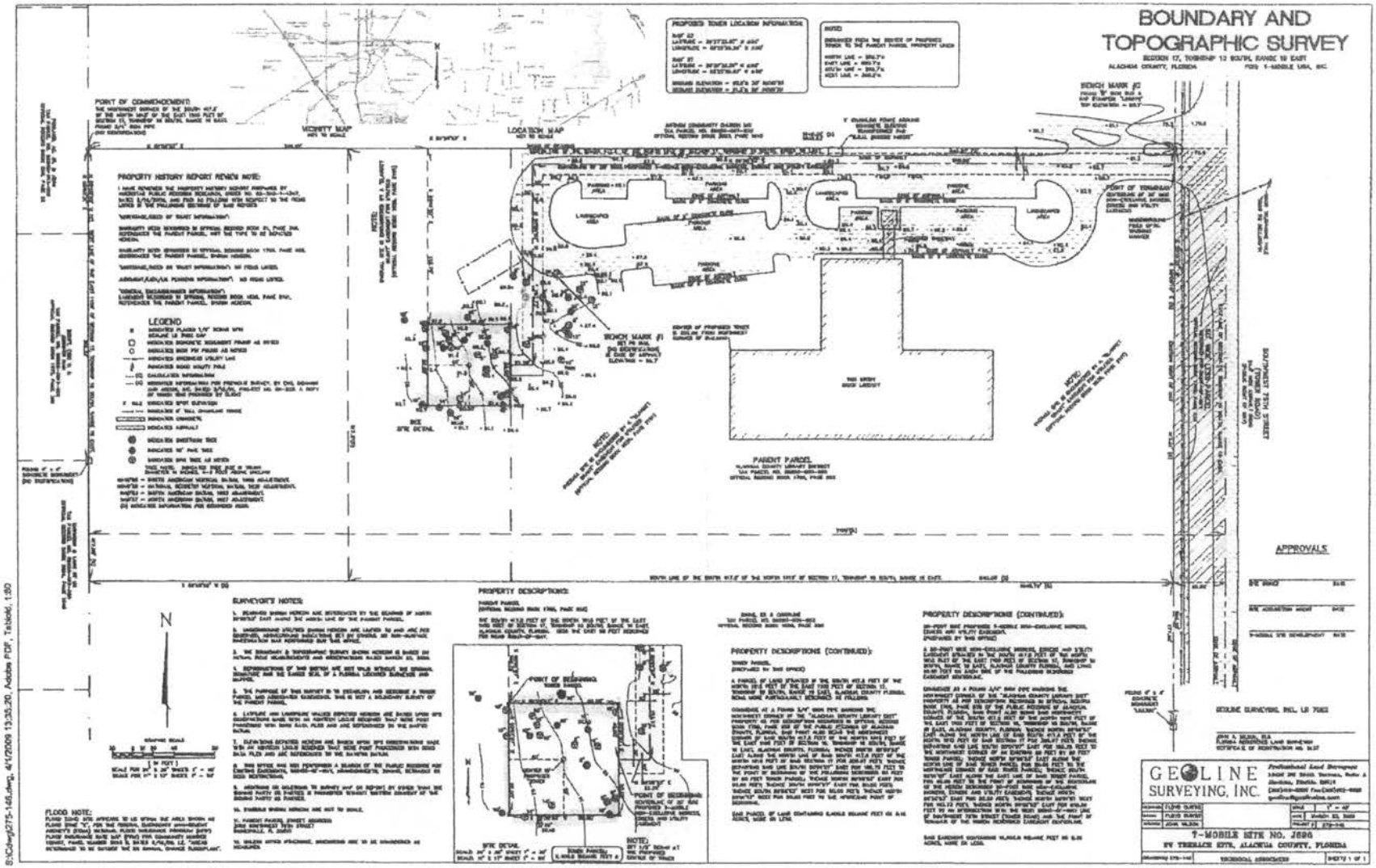
PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

PROFESSIONAL ENGINEER
MATTHEW J. SCOLFORO P.E.
FLORIDA LICENSE #54459

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 17, TOWNSHIP 10 SOUTH, RANGE 19 EAST
ALACHUA COUNTY, FLORIDA FOR: T-MOBILE USA, INC.





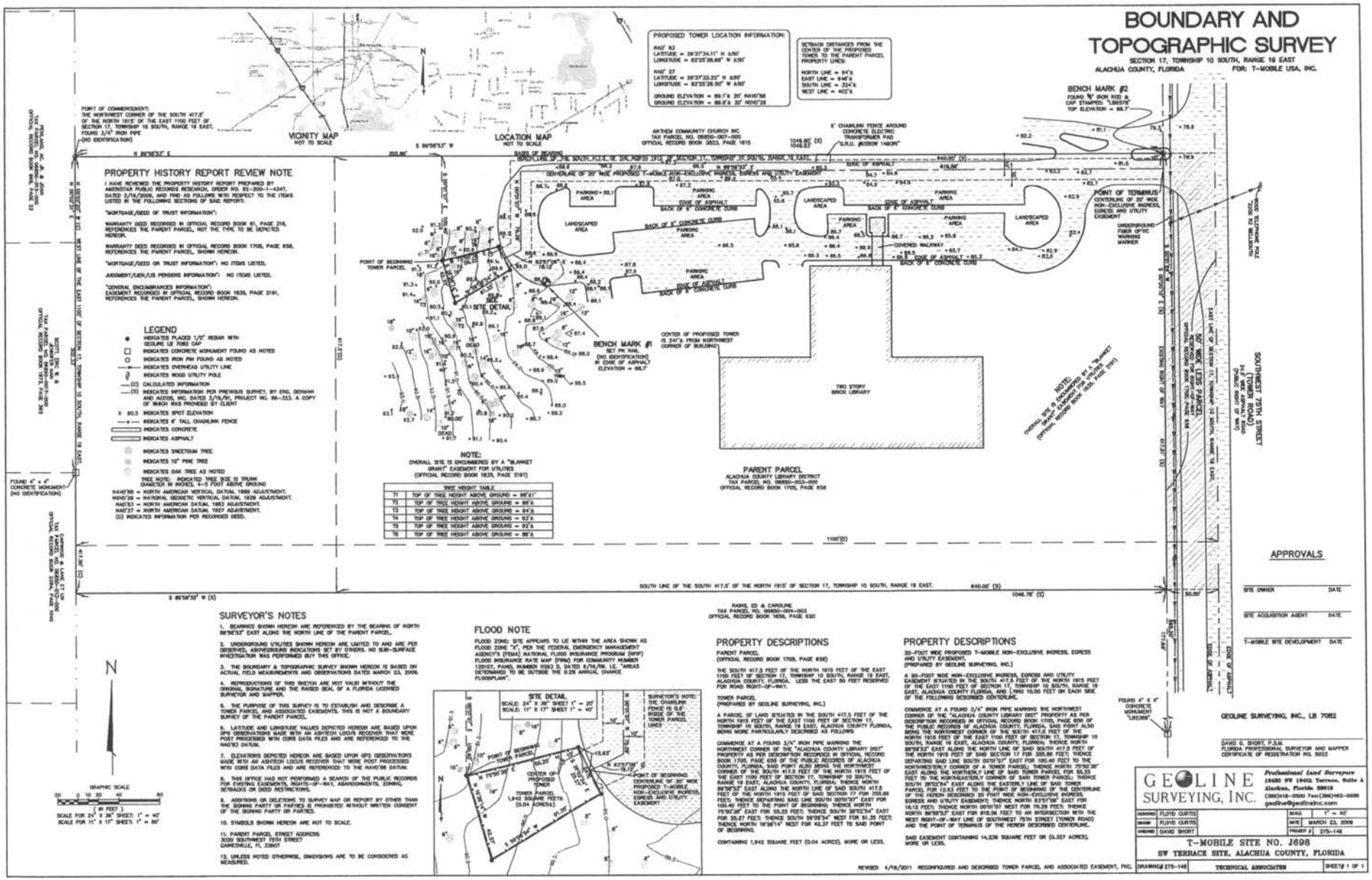
SITE APPROVED CONTINGENT ON REGULATORY REVIEW

SOL M HIRSCH
LIBRARY DIRECTOR

APR. 10, 2009

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 17, TOWNSHIP 10 SOUTH, RANGE 19 EAST
ALACHUA COUNTY, FLORIDA
FOR: T-MOBILE USA, INC.



PROPERTY HISTORY REPORT REVIEW NOTE

I HAVE REVIEWED THE PROPERTY HISTORY REPORT PREPARED BY AMERISTAR PUBLIC RECORDS RESEARCH, ORDER NO. 02-200-1-4347, DATED 2/16/2006, AND FIND AS FOLLOWS WITH RESPECT TO THE ITEMS LISTED IN THE FOLLOWING SECTIONS OF SAID REPORT:

"MORTGAGE/DEED OF TRUST INFORMATION":

WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 91, PAGE 218, REFERENCES THE PARENT PARCEL, NOT THE TYPE TO BE DEPICTED HEREON.

WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 1705, PAGE 656, REFERENCES THE PARENT PARCEL, SHOWN HEREON.

"MORTGAGE/DEED OF TRUST INFORMATION": NO ITEMS LISTED.

JUDGMENT/LIEN/LIS PENDENS INFORMATION": NO ITEMS LISTED.

"GENERAL ENCUMBRANCES INFORMATION":
EASEMENT RECORDED IN OFFICIAL RECORD BOOK 1835, PAGE 2191, REFERENCES THE PARENT PARCEL, SHOWN HEREON.

LEGEND

- INDICATES PLACED 1/2" REBAR WITH GEOLINE LB 7082 CAP
- INDICATES CONCRETE MONUMENT FOUND AS NOTED
- INDICATES IRON PIN FOUND AS NOTED
- INDICATES OVERHEAD UTILITY LINE
- INDICATES WOOD UTILITY POLE
- (C) CALCULATED INFORMATION
- (S) INDICATES INFORMATION PER PREVIOUS SURVEY, BY ENG. DENHAM AND ACCOS, INC. DATED 3/19/91, PROJECT NO. 90-733. A COPY OF WHICH WAS PROVIDED BY CLIENT
- X 90.5 INDICATES SPOT ELEVATION
- INDICATES 6' TALL CHAINLINK FENCE
- INDICATES CONCRETE
- INDICATES ASPHALT
- INDICATES SWEETGUM TREE
- INDICATES 10" PINE TREE
- INDICATES OAK TREE AS NOTED

TREE NOTE: INDICATED TREE SIZE IS TRUNK DIAMETER IN INCHES, 4-5 FOOT ABOVE GROUND

NAVD'88 = NORTH AMERICAN VERTICAL DATUM, 1988 ADJUSTMENT.
NGVD'29 = NATIONAL GEODETIC VERTICAL DATUM, 1929 ADJUSTMENT.
NAD'83 = NORTH AMERICAN DATUM, 1983 ADJUSTMENT.
NAD'27 = NORTH AMERICAN DATUM, 1927 ADJUSTMENT.
(D) INDICATES INFORMATION PER RECORDED DEED.

TREE HEIGHT TABLE

T1	TOP OF TREE HEIGHT ABOVE GROUND = 99'±1'
T2	TOP OF TREE HEIGHT ABOVE GROUND = 85'±
T3	TOP OF TREE HEIGHT ABOVE GROUND = 94'±
T4	TOP OF TREE HEIGHT ABOVE GROUND = 93'±
T5	TOP OF TREE HEIGHT ABOVE GROUND = 92'±
T6	TOP OF TREE HEIGHT ABOVE GROUND = 86'±

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE REFERENCED BY THE BEARING OF NORTH 89°56'53" EAST ALONG THE NORTH LINE OF THE PARENT PARCEL.
2. UNDERGROUND UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED, ABOVEGROUND INDICATIONS SET BY OTHERS. NO SUB-SURFACE INVESTIGATION WAS PERFORMED BUY THIS OFFICE.
3. THE BOUNDARY & TOPOGRAPHIC SURVEY SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATES MARCH 23, 2009.
4. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DESCRIBE A TOWER PARCEL AND ASSOCIATED EASEMENTS. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL.
6. LATITUDE AND LONGITUDE VALUES DEPICTED HEREON ARE BASED UPON GPS OBSERVATIONS MADE WITH AN ASHTECH LOGUS RECEIVER THAT WERE POST PROCESSED WITH CORS DATA FILES AND ARE REFERENCED TO THE NAD'83 DATUM.
7. ELEVATIONS DEPICTED HEREON ARE BASED UPON GPS OBSERVATIONS MADE WITH AN ASHTECH LOGUS RECEIVER THAT WERE POST PROCESSED WITH CORS DATA FILES AND ARE REFERENCED TO THE NAVD'88 DATUM.
8. THIS OFFICE HAS NOT PERFORMED A SEARCH OF THE PUBLIC RECORDS FOR EXISTING EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, ZONING, SETBACKS OR DEED RESTRICTIONS.
9. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
10. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
11. PARENT PARCEL STREET ADDRESS: 3020 SOUTHWEST 75TH STREET GAINESVILLE, FL 32607
12. UNLESS NOTED OTHERWISE, DIMENSIONS ARE TO BE CONSIDERED AS MEASURED.

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
SCALE FOR 24" X 36" SHEET: 1" = 40'
SCALE FOR 11" X 17" SHEET: 1" = 80'

FLOOD NOTE

FLOOD ZONE: SITE APPEARS TO LIE WITHIN THE AREA SHOWN AS FLOOD ZONE "X", PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) RATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR COMMUNITY NUMBER 120001, PANEL NUMBER 0280 D, DATED 6/16/06. I.E. "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

PROPERTY DESCRIPTIONS

PARENT PARCEL,
(OFFICIAL RECORD BOOK 1705, PAGE 656)

THE SOUTH 417.5 FEET OF THE NORTH 1915 FEET OF THE EAST 1100 FEET OF SECTION 17, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA. LESS THE EAST 50 FEET RESERVED FOR ROAD RIGHT-OF-WAY.

TOWER PARCEL
(PREPARED BY GEOLINE SURVEYING, INC.)

A PARCEL OF LAND SITUATED IN THE SOUTH 417.5 FEET OF THE NORTH 1915 FEET OF THE EAST 1100 FEET OF SECTION 17, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3/4" IRON PIPE MARKING THE NORTHWEST CORNER OF THE "ALACHUA COUNTY LIBRARY DIST" PROPERTY AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 1705, PAGE 656 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH 417.5 FEET OF THE NORTH 1915 FEET OF THE EAST 1100 FEET OF SECTION 17, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; THENCE NORTH 89°56'53" EAST ALONG THE NORTH LINE OF SAID SOUTH 417.5 FEET OF THE NORTH 1915 FEET OF SAID SECTION 17 FOR 355.86 FEET; THENCE DEPARTING SAID LINE SOUTH 00°03'07" EAST FOR 100.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 75°56'26" EAST FOR 55.25 FEET; THENCE SOUTH 39°03'34" EAST FOR 25.27 FEET; THENCE SOUTH 04°09'34" WEST FOR 61.35 FEET; THENCE NORTH 18°26'14" WEST FOR 42.37 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,842 SQUARE FEET (0.04 ACRES), MORE OR LESS.

PROPERTY DESCRIPTIONS

30-FOOT WIDE PROPOSED T-MOBILE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT.
(PREPARED BY GEOLINE SURVEYING, INC.)

A 20-FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT SITUATED IN THE SOUTH 417.5 FEET OF THE NORTH 1915 FEET OF THE EAST 1100 FEET OF SECTION 17, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY FLORIDA, AND LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCE AT A FOUND 3/4" IRON PIPE MARKING THE NORTHWEST CORNER OF THE "ALACHUA COUNTY LIBRARY DIST" PROPERTY AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 1705, PAGE 656 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH 417.5 FEET OF THE NORTH 1915 FEET OF THE EAST 1100 FEET OF SECTION 17, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; THENCE NORTH 89°56'53" EAST ALONG THE NORTH LINE OF SAID SOUTH 417.5 FEET OF THE NORTH 1915 FEET OF SAID SECTION 17 FOR 355.86 FEET; THENCE DEPARTING SAID LINE SOUTH 00°03'07" EAST FOR 100.40 FEET TO THE NORTHEASTERLY CORNER OF A TOWER PARCEL; THENCE NORTH 75°56'26" EAST ALONG THE NORTHERLY LINE OF SAID TOWER PARCEL FOR 55.25 FEET TO THE NORTHEASTERLY CORNER OF SAID TOWER PARCEL; THENCE SOUTH 39°03'34" EAST ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR 12.63 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE NORTH 63°57'06" EAST FOR 16.12 FEET; THENCE NORTH 00°01'07" WEST FOR 79.29 FEET; THENCE NORTH 89°58'53" EAST FOR 815.56 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 75TH STREET (TOWER ROAD) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

SAID EASEMENT CONTAINING 14,239 SQUARE FEET OR (0.327 ACRES), MORE OR LESS.

REVISED 4/16/2011 RECONFIGURED AND DESCRIBED TOWER PARCEL AND ASSOCIATED EASEMENT, INC.

APPROVALS

SITE OWNER ____ DATE
SITE ACQUISITION AGENT ____ DATE
T-MOBILE SITE DEVELOPMENT ____ DATE

GEOLINE SURVEYING, INC., LB 7082

DAVID G. SHORT, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE OF REGISTRATION NO. 5022

GEOLINE SURVEYING, INC.
Professional Land Surveyors
13430 NW 140th Terrace, Suite A
Alachua, Florida 32615
(386)418-0500 Fax:(386)462-0686
geoline@geolineinc.com

DESIGNED	FLOYD CURTIS	SCALE	1" = 40'
DRAWN	FLOYD CURTIS	DATE	MARCH 23, 2009
CHECKED	DAVID SHORT	PROJECT #	275-146

T-MOBILE SITE NO. J698
SW TERRACE SITE, ALACHUA COUNTY, FLORIDA

DRAWING# 275-146 | TECHNICAL ASSOCIATES | SHEET# 1 OF 1

T-Mobile

T-Mobile USA

April 28, 2011

VIA UPS OVERNIGHT DELIVERY

Arthur K. Peters
5422 NW 91st Boulevard
Gainesville, FL 32653-2872

Re: **ZOS-05-10**
T-Mobile South LLC
3020 SW 75th Street
Gainesville, FL 32607
130 foot Monopole Tower
T-Mobile Site: 9JK0698D

Dear Mr. Peters:

We have received a copy of your letter dated November 2, 2010 to Missy Daniels, Senior Planner for Alachua County in reference to the zoning application listed above. Our requested 130'tower height is based on computer modeling that incorporates, among other things, actual performance data from the existing and adjacent T-Mobile cell sites and topographical data which includes existing foliage. While the foliage data is fairly accurate, in response to your letter T-Mobile has acquired a certified tree survey of the existing tree cover on the proposed tower site to give a more accurate depiction of the surrounding trees in the area of the proposed cell tower.

The results from the enclosed Boundary and Topographic survey conducted by Geoline Surveying, Inc shows the tree height in this area is greater than 60' with the average tree height in the area at 90' and the trees to the southwest even greater.

Using your recommendation of 15 -20' tree clearance and taking into account that the tallest trees are near 100' we contend that our original request of 130' is reasonably necessary to minimize path loss.

Please feel free to contact me if you have further questions or concerns at (912)234-3938.

Sincerely,

Willie Du Toit
Manager, RF Engineer

cc: Missy Daniels, Alachua County
Mary Solik

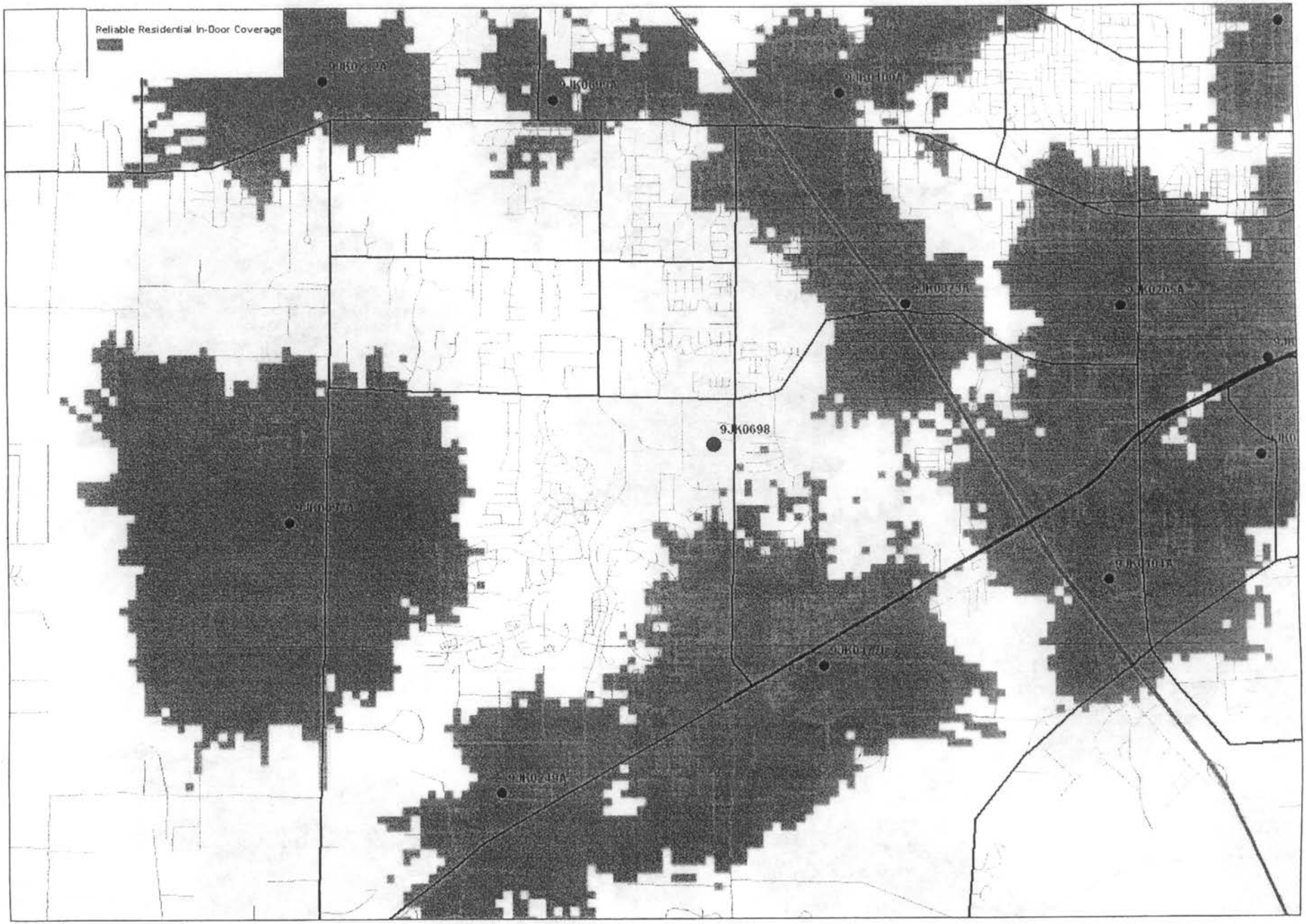
T-Mobile USA, Inc.
Office: 904.251.7000
7025 A.C. Skinner Parkway
Jacksonville, FL 32256

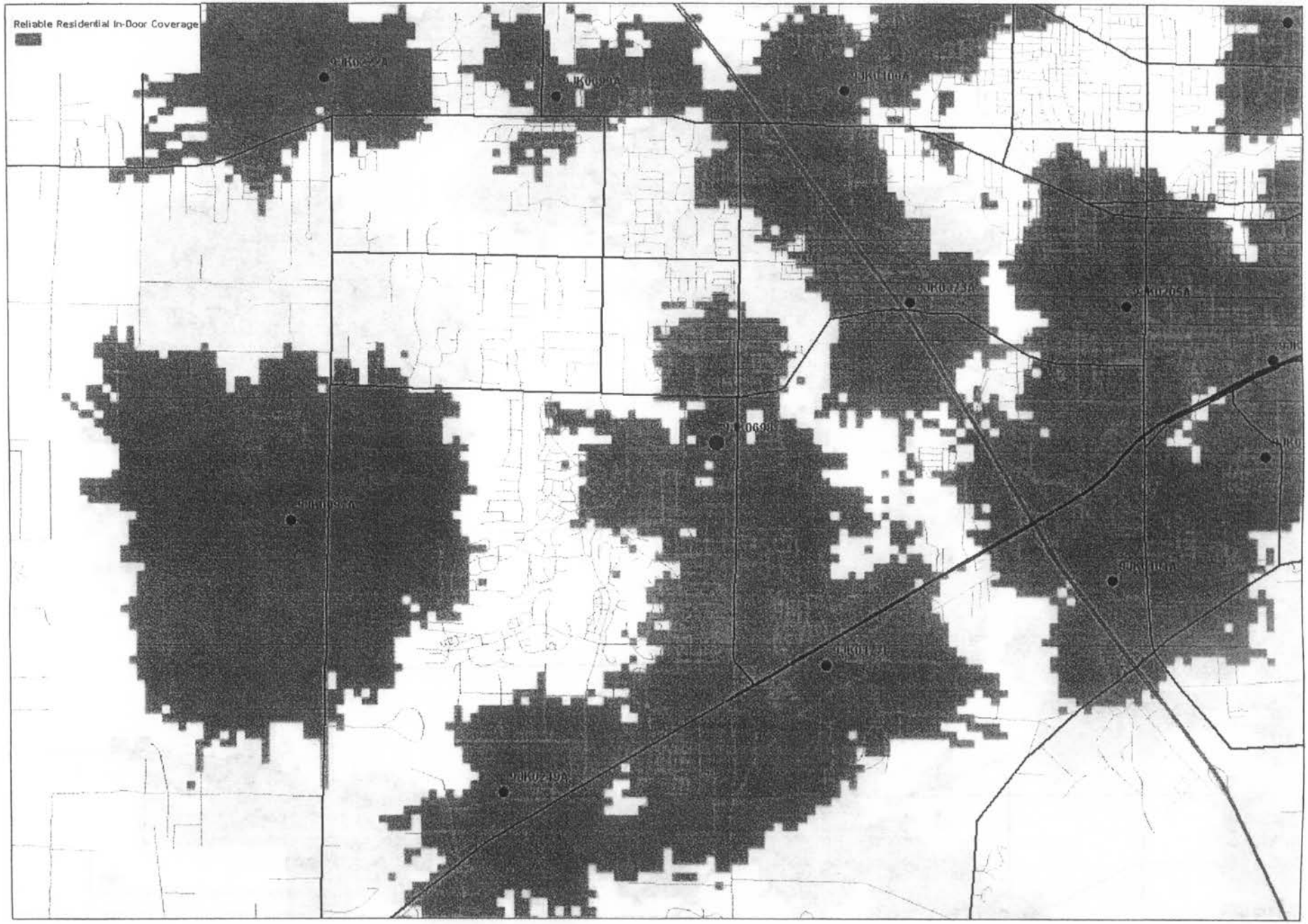
Site ID	2nd Name	G_Site Status	Longitude	Latitude	County	State	Cell ID
9JK0097A	JK0097A	On Air	-82.47725410	29.61652440	Alachua	FL	9JK0097A_A
9JK0097A	JK0097A	On Air	-82.47725410	29.61652440	Alachua	FL	9JK0097A_B
9JK0097A	JK0097A	On Air	-82.47725410	29.61652440	Alachua	FL	9JK0097A_C
9JK0100A	JK0100A	On Air	-82.40958830	29.66322942	Alachua	FL	9JK0100A_A
9JK0100A	JK0100A	On Air	-82.40958830	29.66322942	Alachua	FL	9JK0100A_B
9JK0100A	JK0100A	On Air	-82.40958830	29.66322942	Alachua	FL	9JK0100A_C
9JK0104A	JK0104C	On Air	-82.37617800	29.61132100	Alachua	FL	9JK0104A_A
9JK0104A	JK0104C	On Air	-82.37617800	29.61132100	Alachua	FL	9JK0104A_B
9JK0104A	JK0104C	On Air	-82.37617800	29.61132100	Alachua	FL	9JK0104A_C
9JK0177I	JK0177B	On Air	-82.41131800	29.60176800	Alachua	FL	9JK0177I_A
9JK0177I	JK0177B	On Air	-82.41131800	29.60176800	Alachua	FL	9JK0177I_B
9JK0177I	JK0177B	On Air	-82.41131800	29.60176800	Alachua	FL	9JK0177I_C
9JK0222A	JK0222B	On Air	-82.47352780	29.66401389	Alachua	FL	9JK0222A_A
9JK0222A	JK0222B	On Air	-82.47352780	29.66401389	Alachua	FL	9JK0222A_B
9JK0222A	JK0222B	On Air	-82.47352780	29.66401389	Alachua	FL	9JK0222A_C
9JK0249A	JK0249B	On Air	-82.45080570	29.58758664	Alachua	FL	9JK0249A_A
9JK0249A	JK0249B	On Air	-82.45080570	29.58758664	Alachua	FL	9JK0249A_B
9JK0249A	JK0249B	On Air	-82.45080570	29.58758664	Alachua	FL	9JK0249A_C
9JK0373A	JK0373B	On Air	-82.40139350	29.64066263	Alachua	Fl	9JK0373A_A
9JK0373A	JK0373B	On Air	-82.40139350	29.64066263	Alachua	Fl	9JK0373A_B
9JK0373A	JK0373B	On Air	-82.40139350	29.64066263	Alachua	Fl	9JK0373A_C
9JK0699A	JK0699C	On Air	-82.44492800	29.66219900	Alachua	FL	9JK0699A_A
9JK0699A	JK0699C	On Air	-82.44492800	29.66219900	Alachua	FL	9JK0699A_B
9JK0699A	JK0699C	On Air	-82.44492800	29.66219900	Alachua	FL	9JK0699A_C
9JK0698D	JK0698	Not Used	-82.42502780	29.62538888	Alachua	FL	9JK0698D_A
9JK0698D	JK0698	Not Used	-82.42502780	29.62538888	Alachua	FL	9JK0698D_B
9JK0698D	JK0698	Not Used	-82.42502780	29.62538888	Alachua	FL	9JK0698D_C

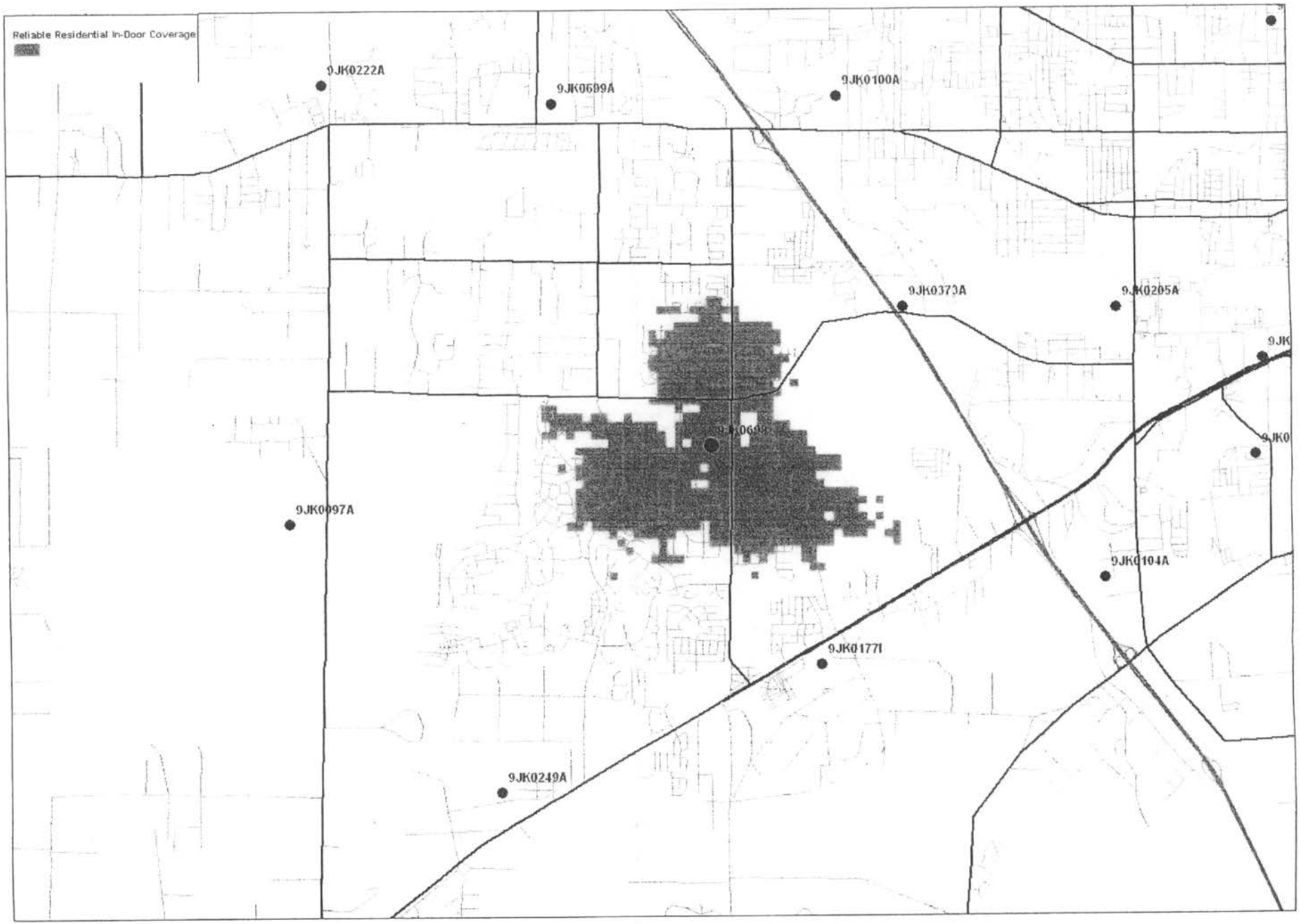
Cell Name	G_Sector Status	Antenna Unique ID	Antenna Height (m)
JK0097A	On Air	59200_59210	45.72
JK0097B	On Air	59200_59210	45.72
JK0097C	On Air	69000_69010	45.72
JK0100A	On Air	TMBX_6517_R2M_0D	44.81
JK0100B	On Air	TMBX_6517_R2M_1D	44.81
JK0100C	On Air	TMBX_6517_R2M_0D	44.81
JK0104A	On Air	TMBXX_6517_R2M_3D	56.39
JK0104B	On Air	TMBXX_6517_R2M_0D	50.29
JK0104C	On Air	TMBXX_6517_R2M_0D	50.29
JK0177A	On Air	PCSA090_19_2	62.18
JK0177B	On Air	PCSA065_19_0	62.18
JK0177C	On Air	PCSA090_19_0	62.18
JK0222A	On Air	RR651902_P	52.00
JK0222B	On Air	RR651902_P	52.00
JK0222C	On Air	RR651902_P	52.00
JK0249A	On Air	RR651902_P	54.25
JK0249B	On Air	RR651902_P	54.25
JK0249C	On Air	RR651902_P	54.25
JK0373A	On Air	TMBXX_6517_R2M_3D	40.84
JK0373B	On Air	TMBXX_6517_R2M_2D	40.84
JK0373C	On Air	TMBXX_6517_R2M_2D	40.84
JK0699A	On Air	TMBXX_6517_R2M_2D	38.10
JK0699B	On Air	TMBXX_6517_R2M_0D	38.10
JK0699C	On Air	TMBXX_6517_R2M_1D	38.10
JK0698A	Off Air	TMBXX_6517_R2M_0D	38.71
JK0698B	Off Air	TMBXX_6517_R2M_1D	38.71
JK0698C	Off Air	TMBXX_6517_R2M_0D	38.71

Antenna Height (Ft)	Azimuth	Mech. Tilt	Elec. Tilt	Total Tilt	Horiz Beamwidth
150	75	0.0	2.0	2.0	91.0
150	195	0.0	2.0	2.0	91.0
150	315	0.0	0.0	0.0	104.0
147	77	2.0	0.0	2.0	65.5
147	200	2.0	1.0	3.0	64.7
147	319	2.0	0.0	2.0	65.5
185	75	2.0	3.0	5.0	66.5
165	195	2.0	0.0	2.0	65.0
165	315	2.0	0.0	2.0	65.0
204	75	2.0	2.0	4.0	89.5
204	235	4.0	0.0	4.0	65.0
204	315	1.0	0.0	1.0	88.5
171	105	0.0	2.0	2.0	64.5
171	250	0.0	2.0	2.0	64.5
171	325	0.0	2.0	2.0	64.5
178	35	0.0	2.0	2.0	64.5
178	135	1.0	2.0	3.0	64.5
178	220	0.0	2.0	2.0	64.5
134	95	3.0	3.0	6.0	66.5
134	195	1.0	2.0	3.0	66.0
134	315	1.0	2.0	3.0	66.0
125	75	0.0	2.0	2.0	66.0
125	195	0.0	0.0	0.0	65.0
125	315	0.0	1.0	1.0	65.7
127	0	3.0	0.0	3.0	65.0
127	125	3.0	1.0	4.0	65.7
127	233	3.0	0.0	3.0	65.0

Output Power	Frequency Band
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
43.00 dBm	1900
45.00 dBm	1900
41.00 dBm	1900
45.00 dBm	1900
41.00 dBm	1900
45.00 dBm	1900
41.00 dBm	1900
41.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900
45.00 dBm	1900


Reliable Residential In-Door Coverage
9.JK0698


Reliable Residential In-Door Coverage


Reliable Residential In-Door Coverage
9JK0222A
9JK0699A
9JK0100A
9JK0373A
9JK0205A
9JK0697A
9JK0104A
9JK0177I
9JK0249A

T-Mobile stick together

T-Mobile Engineering South
7025 A.C. Skinner Parkway
Jacksonville, FL 32256

I, Kelly Williamson, Real Estate & Zoning Manager, Jacksonville Market, T-Mobile South LLC, a Delaware limited liability company (T-Mobile) hereby certify that T-Mobile's Proposed 130' Unipole tower to be located at 3020 SW 75th Street, Gainesville, FL complies with Alachua County Airport Regulations in Chapter 405, Article 7 of the Alachua County ULDC.

Kelly Williamson
T-Mobile South LLC, a Delaware limited liability company
Real Estate & Zoning Manager
Jacksonville Market

Date: 9-24-10

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24th day of September, 2010, by Kelly Williamson, T-Mobile South LLC, a Delaware limited liability company, Real Estate & Zoning Manager, Jacksonville Market, who is personally known to me or who has produced _____ as identification.

Paul E. Dupuis
Notary Public

Paul E. Dupuis
Printed Name of Notary

PAUL E. DUPUIS
Notary Public - State of Florida
My Comm. Expires Nov 19, 2012
Commission # DD 839656

T-Mobile USA, Inc.
(904) 251-7000
P.O. Box 551299
Jacksonville, FL 32255

TOWAIR Determination Results

*** NOTICE ***

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

DETERMINATION Results

Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided.

Your Specifications

NAD83 Coordinates	
Latitude	29-37-32.9 north
Longitude	082-25-29.3 west
Measurements (Meters)	
Overall Structure Height (AGL)	39.6
Support Structure Height (AGL)	39.6
Site Elevation (AMSL)	27.7

Structure Type

TOWER - Free standing or Guyed Structure used for Communications Purposes

Tower Construction Notifications

Notify Tribes and Historic Preservation Officers of your plans to build a tower.

CLOSE WINDOW

Federal Communications Commission
Wireless Telecommunications Bureau

Radio Station Authorization (Reference Copy Only)

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Licensee: Cook Inlet/VS GSM VII PCS, LLC

ATTN Sophie Minich
Cook Inlet/VS GSM VII PCS, LLC
2525 C Street
Anchorage, AK 99503

FCC Registration Number (FRN): 0012214029	
Call Sign: WQCX677	**File Number:**
Radio Service: CW - PCS Broadband	

Grant Date	Effective Date	Expiration Date	Print Date
06/20/2005	06/20/2005	06/20/2015	04/02/2007

Market Number: BTA159	Channel Block: C	Sub-Market Designator: 4
Market Name: Gainesville, FL		

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
06/20/2010			

Special Conditions or Waivers/Conditions

Conditions
Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 606.

To view the geographic areas associated with the license, go to the Universal Licensing System (ULS) homepage at http://wireless.fcc.gov/uls/ and select "License Search". Follow the instruction on how to search for license information

FCC 601 - MB
September 2002

CLOSE WINDOW

Federal Communications Commission
Wireless Telecommunications Bureau
Radio Station Authorization

LICENSEE NAME: T-Mobile License LLC

DAN MENSER
T-MOBILE LICENSE LLC
12920 SE 38TH STREET
BELLEVUE WA 98006

FCC Registration Number (FRN)	
0001565449	
Call Sign	**File Number**
WQGB325	0002769270
Radio Service	
AW - AWS, 1710-1755/2110-2155 MHz bands	

Grant Date	Effective Date	Expiration Date	Print Date
11-29-2006	11-29-2006	11-29-2021	11-30-2006

Market Number	Channel Block	Sub-Market Designator
CMA192	A	0

Market Name: Gainesville, FL

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

SPECIAL CONDITIONS OR WAIVERS/CONDITIONS

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-60, WTB Docket No. 02-353, rel. April 20, 2006.

The license is subject to compliance with the provisions of the January 12, 2001 Agreement between

("Special Conditions or Waivers/Conditions" continued on next page ...)

Conditions:
Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 606.

To view the geographic areas associated with the license, go to the Universal Licensing System (ULS) homepage at http://wireless.fcc.gov/uls and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: T-Mobile License LLC

Call Sign	File Number	Print Date
WQGB325	0002769270	11-30-2006

Special Conditions or Waivers/Conditions

Deutsche Telekom AG, VoiceStream Wireless Corporation, VoiceStream Wireless Holding Corporation and the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), which addresses national security, law enforcement, and public safety issues of the FBI and the DOJ regarding the authority granted by this license. Nothing in the Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. Section 222(a) and (c)(1) and the FCC's implementing regulations. The Agreement is published at VoiceStream-DT Order, IB Docket No. 00-187, FCC 01-142, 16 FCC Rcd 9779, 9853 (2001).

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.

9/1/2010
Mailing Date

Mailed Notice for (check one):

☒ Neighborhood Workshop

☐ Public Meeting

BEFORE ME personally appeared Kelly Williamson, 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)

KELLY WILLIAMSON
Name of Applicant (printed)

STATE OF FLORIDA
COUNTY OF ALACHUA

SWORN AND SUBSCRIBED BEFORE ME
THIS 21st DAY OF September, 2010
BY Kelly Williamson
WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION

(TYPE OF IDENTIFICATION)

(SEAL ABOVE)
Mary D Solik
MARY D SOLIK

Notary Public, Commission No.
(Name of Notary typed, printed, or stamped)
My Commission expires:

MARY D. SOLIK
MY COMMISSION # DD 703533
EXPIRES: August 9, 2011
Bonded Thru Notary Public Underwriters

T-Mobile stick together

T-Mobile Engineering South
7025 A.C. Skinner Parkway
Jacksonville, FL 32256

September 1, 2010

Re: T-Mobile South LLC Proposed 130' Unipole Telecommunications Tower
3020 SW 75th St.
Alachua County Library District

Dear Neighbor:

T-Mobile South LLC will hold a Neighborhood Workshop on September 21, 2010 at the Alachua County Library located at 3020 SW 75th Street at 6:00 p.m. for the purpose of seeking neighborhood input on T-Mobile's proposed 130' Unipole Telecommunications Tower to be located on the Alachua County Library District property, located at 3020 SW 75th St., Gainesville, Florida. The property is ± 10 acres, and is zoned RE-Residential Estate, with a Future Land Use Designation of Institutional. No application has been submitted to the County.

We look forward to seeing you there.

Sincerely,

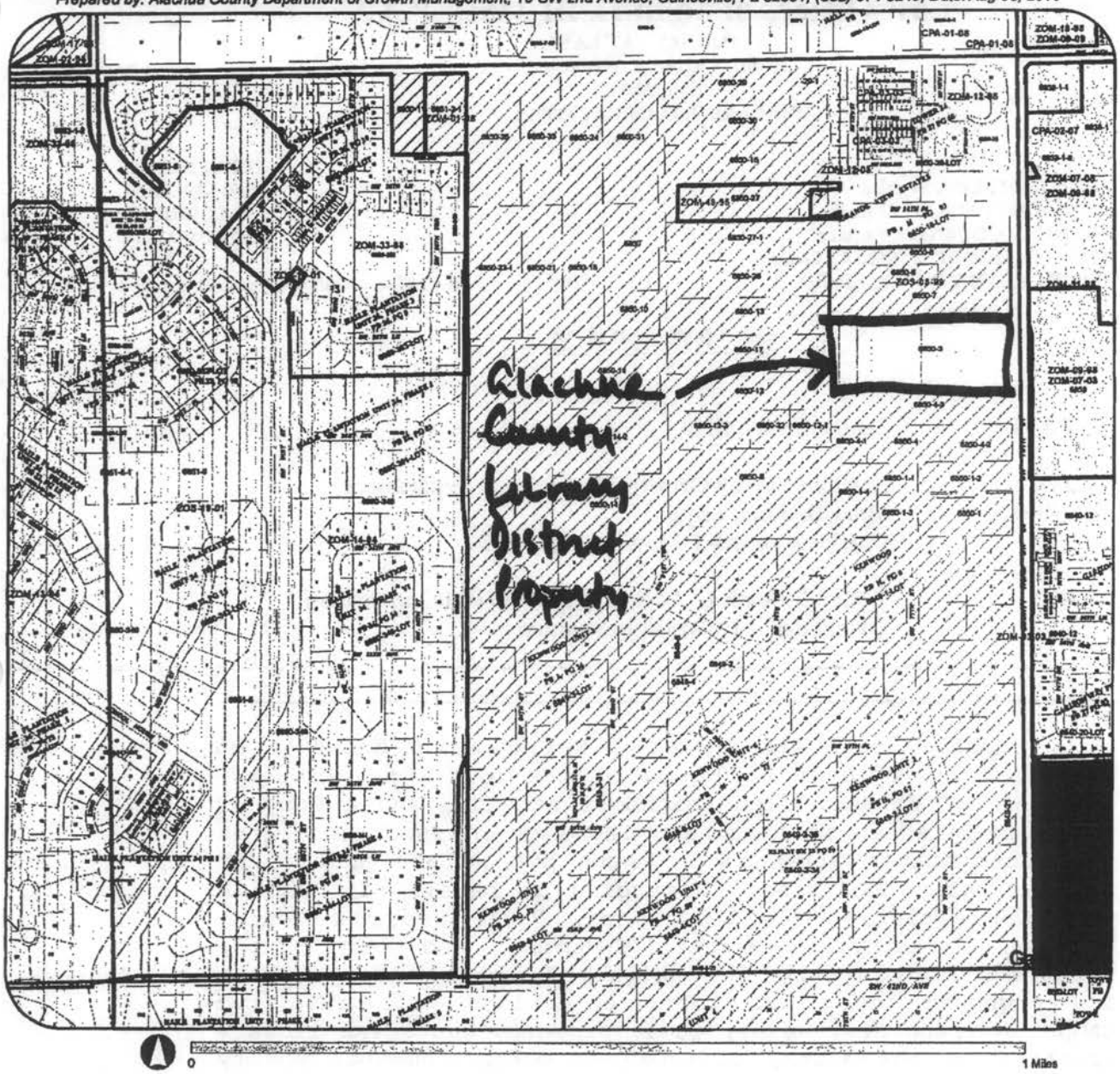
Kelly Williamson
T-Mobile Real Estate Manager

T-Mobile USA, Inc.
(904) 251-7000
P.O. Box 551299
Jacksonville, FL 32255

Zoning

STR171019

Prepared by: Alachua County Department of Growth Management, 10 SW 2nd Avenue, Gainesville, FL 32601, (352) 374-5249, Date: Aug 03, 2010



- 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-RB) 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 Residenti
- (R-1C) Single Family Residenti
- (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 Par
- (RM-1) Travel Trailer Park
- (RP) Residential/Professional

Law Offices of John L. Di Masi, P.A.

ATTORNEYS AT LAW
801 N. Orange Avenue
Suite 500
ORLANDO, FLORIDA 32801

JOHN L. DI MASI, Esquire
MARY DOTY SOLIK, Esquire
FRANK LACQUANITI, Esquire
TIFFANY MOORE RUSSELL, Esquire
WENDY SHAY TEMPLE, Esquire

TELEPHONE
(407) 839-3383
FACSIMILE
(407) 839-3384

E-MAIL: msolik@orlando-law.com

MEMORANDUM

DATE: September 27, 2010

TO: Alachua County Growth Management Department
FROM: Mary D. Solik, Esquire
Outside Counsel-T-Mobile South LLC

RE: T-Mobile South LLC: Special User Permit Application
Neighborhood Workshop Summary

T-Mobile South LLC hosted a Neighborhood Workshop on September 21, 2010 at 6:00 p.m. at the Tower Road Library, 3020 SW 75th Street. Ten neighbors attended and a copy of the sign-in sheet is attached. The sign-in sheet indicates that Joe Cauthen attended by phone but we are unaware of that actually occurring. Attending on behalf of T-Mobile were Mary Solik, Kelly Williamson, Real Estate & Zoning Manager, Jacksonville Market, T-Mobile; and Matt Byron, Technical Associates. The neighbors are not happy about the proposed tower and their objections fell into two camps. Mr. and Mrs. Rains, whose property abuts the library property to the south, objected to a governmental entity receiving the revenue. He made it very clear that he wants the tower on his property so he can receive the revenue. The remaining neighbors all live to the west of the library property and objected on the grounds of health effects. They advised us numerous times they had no objection to the appearance of the tower and agreed that they would have little to no visibility of the tower. They suggested the tower be moved to the Tower Road frontage of the library property. The materials handed out include a copy of the

site plans, a T-Mobile brochure regarding cell towers, and extracts from the photo simulation analysis, copies of which are attached to this summary.

In response to neighborhood comment, we addressed relocating the tower with the landlord. In addition to space and drainage facility issues associated with moving the tower to the road frontage, the landlord prefers the location on the rear of the site as that location provides the greatest amount of screening.

SIGN-IN SHEET

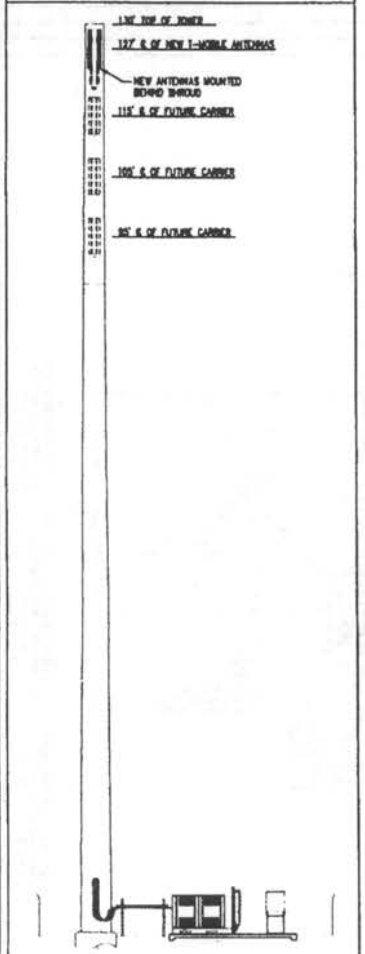
Neighborhood Workshop
September 21, 2010 6:00 p.m.
T-Mobile South LLC Proposed 130' Unipole
Telecommunications Tower
3020 SW 75th Street
Alachua County Library District

	NAME	ADDRESS
1.	Caroline S. Ravis	3108 S.W. 75th St. 32608
2.	Eugene D. Ravis	3108 S.W 75th St 32608
3.	Jennifer Scott	3007 SW 81 ST ST 32608
4.	D Brown	3010 SW 81 ST
5.	Jim. Brown	3010 SW. 81 ST
6.	Virginia Chew	2801 SW 81st ST
7.	[illegible]	7911 SW 30th Ave
8.	Alice Harwood	7911 SW 30 AVE
9.	Caroline Dane	3015 SW 81 ST
10.	Tommy Dane	3015 SW 81 ST.
11.	Joe Cautren MD	By phone
12.		
13.		
14.		
15.		
16.		

T-Mobile®

SITE # 9JK0698-B
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607
NEW GROUND BUILD - 130' UNIPOLE

SITE ELEVATION



APPROVALS

SITE OWNER	DATE
RF ENGINEER	DATE
SITE DEVELOPMENT	DATE

TOWER DATA (NAD 83)

TOWER:	130' UNIPOLE
LATITUDE:	29° 37' 32.87" NORTH
LONGITUDE:	82° 25' 29.28" WEST

ZONING INFORMATION

PERMITTING JURISDICTION:	[redacted]
ZONING CLASS:	RE-1
PARCEL ID:	NO. 06850-003-000

PROJECT DESCRIPTION

INSTALL A NEW UNMANNED WIRELESS BASE TRANSMISSION STATION TO INCLUDE:

1. NEW 130' UNIPOLE TOWER;
2. NEW FENCED COMPOUND WITH LANDSCAPE BUFFER;
3. NEW ANTENNAS & COAX CABLES;
4. NEW EQUIPMENT CABINETS ON NEW CONCRETE PAD;
5. NEW ELECTRICAL SERVICE;
6. NEW TELEPHONE SERVICE.

DRAWING INDEX

DRAWING NO.	DESCRIPTION
TZ-1	DRAWING INDEX TITLE SHEET
CZ-1	CIVIL SITE PLAN
CZ-2	CIVIL DETAILS
SZ-1	SITE PLAN & DETAILS
AZ-1	TOWER ELEVATION & DETAILS
LZ-1	LANDSCAPING PLAN & DETAILS

SITE HAARD INFORMATION

THIS FACILITY DOES NOT POSE A RISK OF EXPLOSION, FIRE OR OTHER DAMAGE DUE TO PROXIMITY TO VOLATILE, FLAMMABLE OR EXPLOSIVE MATERIALS.

HANDICAP REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION; HANDICAP ACCESS REQUIREMENTS ARE NOT REQUIRED.

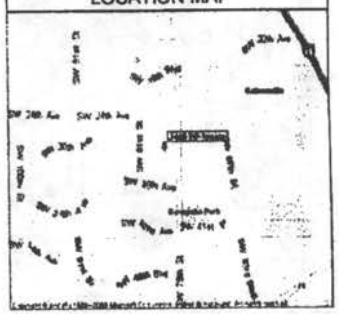
PLUMBING REQUIREMENTS

FACILITY HAS NO SANITARY OR POTABLE WATER.

FLOOD HAZARD AREA NOTE

THE PROPERTY SHOWN HEREON LIES ON COMMUNITY PANEL NO. 125107 0293 D, DATED JUNE 16, 2006. THE T-MOBILE LEASE PARCEL DEPICTED HEREON LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOOD PLAIN).

LOCATION MAP



DRIVING DIRECTIONS

FROM JACKSONVILLE T-MOBILE OFFICE TAKE I-95N, TAKE I-10W (EXIT 351B) TOWARDS LAKE CITY; TAKE US-301 (EXIT 343). KEEP STRAIGHT ONTO SR-24 (KENWARD ST); TURN RIGHT ONTO SR-20 KEEP STRAIGHT ONTO SR-24, ROAD NAME CHANGES TO SR-26 (W UNIVERSITY AVE). TURN LEFT ONTO (NW) 75TH ST (TOWER RD). ARRIVE 3020 SW 75TH ST, GAINESVILLE, FL 32607
TOTAL DISTANCE 87 MILES.

PROJECT CONTACTS

PROPERTY OWNER	DEVELOPER	DRAWINGS BY	SURVEYOR	TELEPHONE COMPANY	POWER COMPANY
ALACHUA CO. LIBRARY DISTRICT 401 E. UNIVERSITY AVE. GAINESVILLE, FL 32601 PHONE: 352-334-3910 FAX: 352-334-3918	T-MOBILE 7025 A.C. SKINNER PARKWAY JACKSONVILLE, FL 32256 PHONE: 904-251-7014 FAX: 904-251-7130	TECHNICAL ASSOCIATES 12276 SAN JOSE BLVD., SUITE 425 JACKSONVILLE, FL 32223 PHONE: 904-896-0778 FAX: 904-896-0838 CELL: 904-476-7583	GEOLINE SURVEYING, INC. 13430 NW 156th TERRACE, SUITE A ALACHUA, FLORIDA 32615 PHONE: 386-418-0500 FAX: 386-462-9988	GAINESVILLE REGIONAL UTILITIES 301 SE 4TH AVE., PO BOX 147117 GAINESVILLE, FL 32614 PHONE: 352-334-3400 X9810 FAX: 352-334-3490 CELL: 352-338-3429	GAINESVILLE REGIONAL UTILITIES 3905 NW 97 BLVD, PO BOX 147117 STATION 50-45 GAINESVILLE, FL 32614 PHONE: 352-334-6068 FAX: 352-334-2554
SOL HIRSCH	KELLY WILLIAMSON EMAIL: Kelly.Williamson@T-Mobile.com	MATT BYRON E-MAIL: mbyron@bsong.com	DAVID SHORT	TOM LAWYER EMAIL: lawyer@gru.com	MELODEE WILLIAMS EMAIL: williamsmg@gru.com

NO.	DATE	REVISIONS AND RECORD OF ISSUE	DPM	MJB	MJB	MB
-	XX-XX-XX	ISSUED FOR ZONING	BY	CHK	APP	FLM

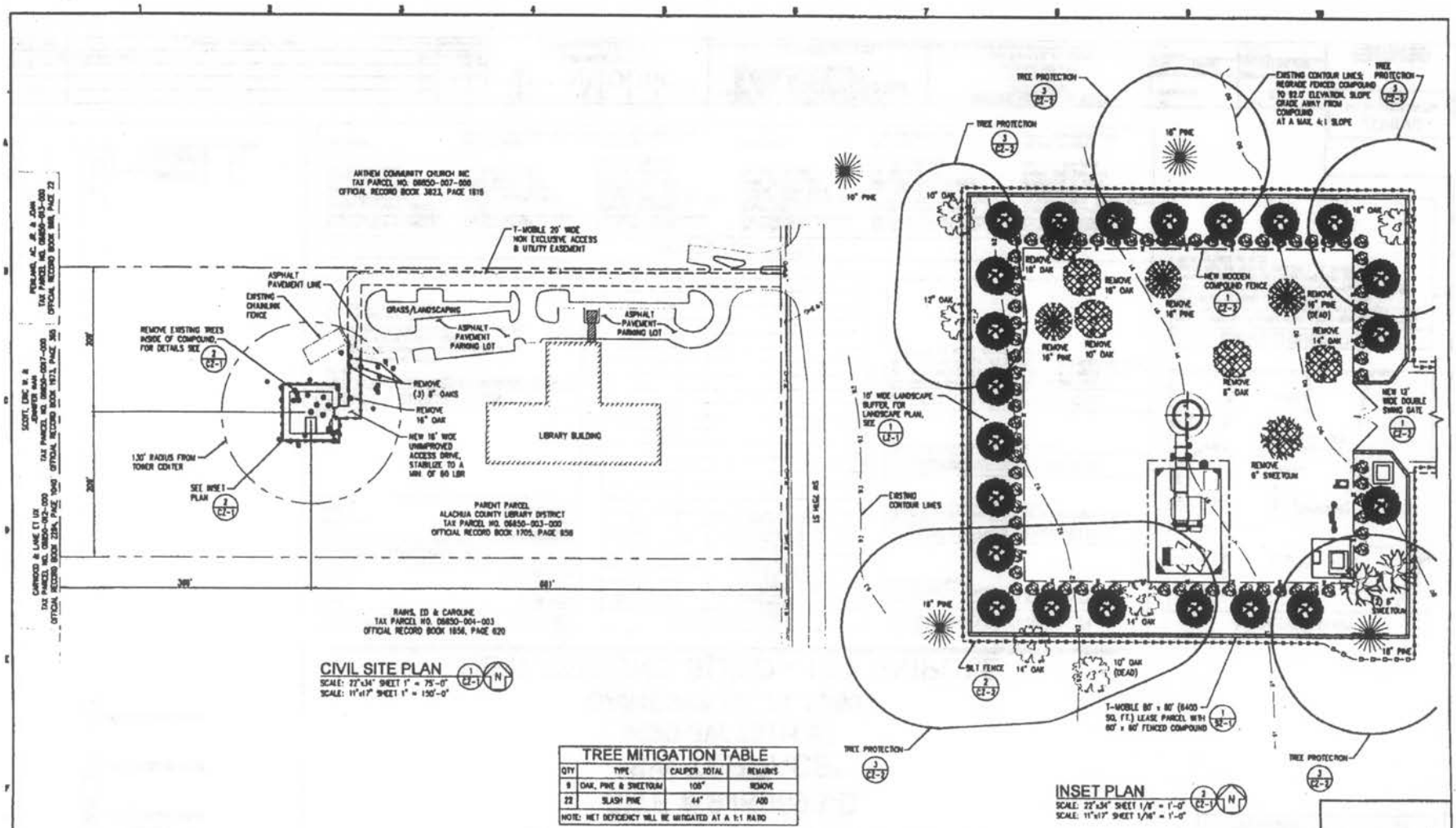
T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD. SUITE 425
JACKSONVILLE, FLORIDA 32223
PHONE: 904-896-0778
FAX: 904-896-0838

DRAWING INDEX TITLE SHEET
SITE #JK0698
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE:	AS SHOWN
DRAWN BY:	DPM
DESIGN BY:	DPM
CHECKED BY:	MJB
DRAWING:	TZ-1
DATE:	AUGUST XX, 2008
PROJECT NO:	077298

ZONING
NOT FOR CONSTRUCTION
08-XX-08



CIVIL SITE PLAN

SCALE: 22"x34" SHEET 1" = 75'-0"
SCALE: 11"x17" SHEET 1" = 150'-0"

INSET PLAN

SCALE: 22"x34" SHEET 1/8" = 1'-0"
SCALE: 11"x17" SHEET 1/16" = 1'-0"

TREE MITIGATION TABLE

QTY	TYPE	CALIPER TOTAL	REMARKS
9	OAK, PINE & SWEETGUM	108"	REMOVE
22	SLASH PINE	44"	ADD
NOTE: NET DEFICIENCY WILL BE MITIGATED AT A 1:1 RATIO			

NO.	DATE	REVISIONS AND RECORD OF ISSUE	DRW	MJB	MJB	MB
-	10-26-09	ISSUED FOR ZONING	DPM	MJB	MJB	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD, SUITE 425
JACKSONVILLE, FLORIDA 32223
PHONE: 904-886-0779
FAX: 904-886-0838

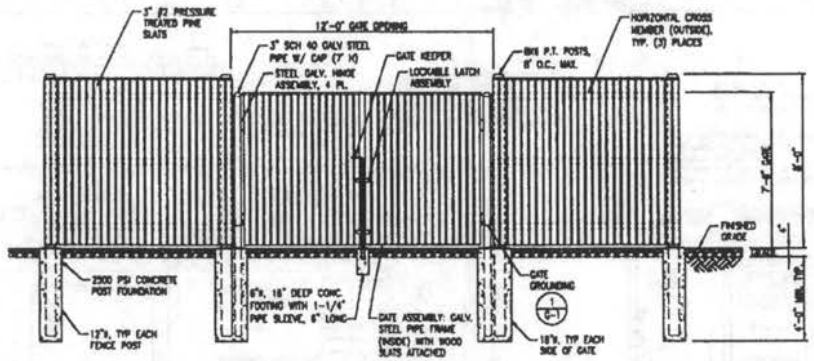
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

CIVIL SITE PLAN
SITE #J-8988
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

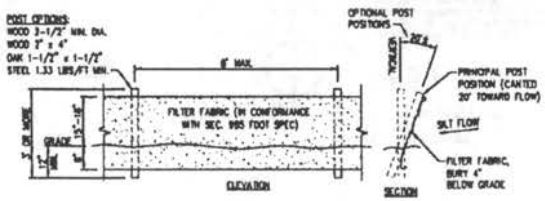
SCALE: AS SHOWN
DESIGNED BY: DPM
DRAWN BY: DPM
CHECKED BY: MJB
SHEET: CZ-1
DATE: AUGUST XX, 2009
PROJECT NO.: 077288

ZONING
NOT FOR CONSTRUCTION

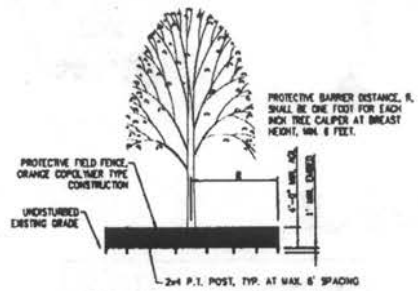
PROFESSIONAL ENGINEER
MATTHEW J. BOSLOUGH P.E.
FLORIDA LICENSE #56480



WOODEN FENCE WITH ACCESS GATE DETAIL (1/CZ-1)
SCALE: N.T.S



FDOT TYPE III SILT FENCE DETAIL (2/CZ-1)
SCALE: NOT TO SCALE



TREE PROTECTION DETAIL (3/CZ-1)
NOT TO SCALE

NOTE:
1. SILT CONTROL AND TREE PROTECTION MEASURES SHALL BE REMOVED AT CONSTRUCTION COMPLETION ONLY.

NO	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
-	XX-XX-XX	ISSUED FOR ZONING	DPM	MJB	MJB	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD. SUITE 426
JACKSONVILLE, FLORIDA 32223
PHONE: 904-886-0778
FAX: 904-886-0838

CERTIFICATE OF AUTHORITY # 29001
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

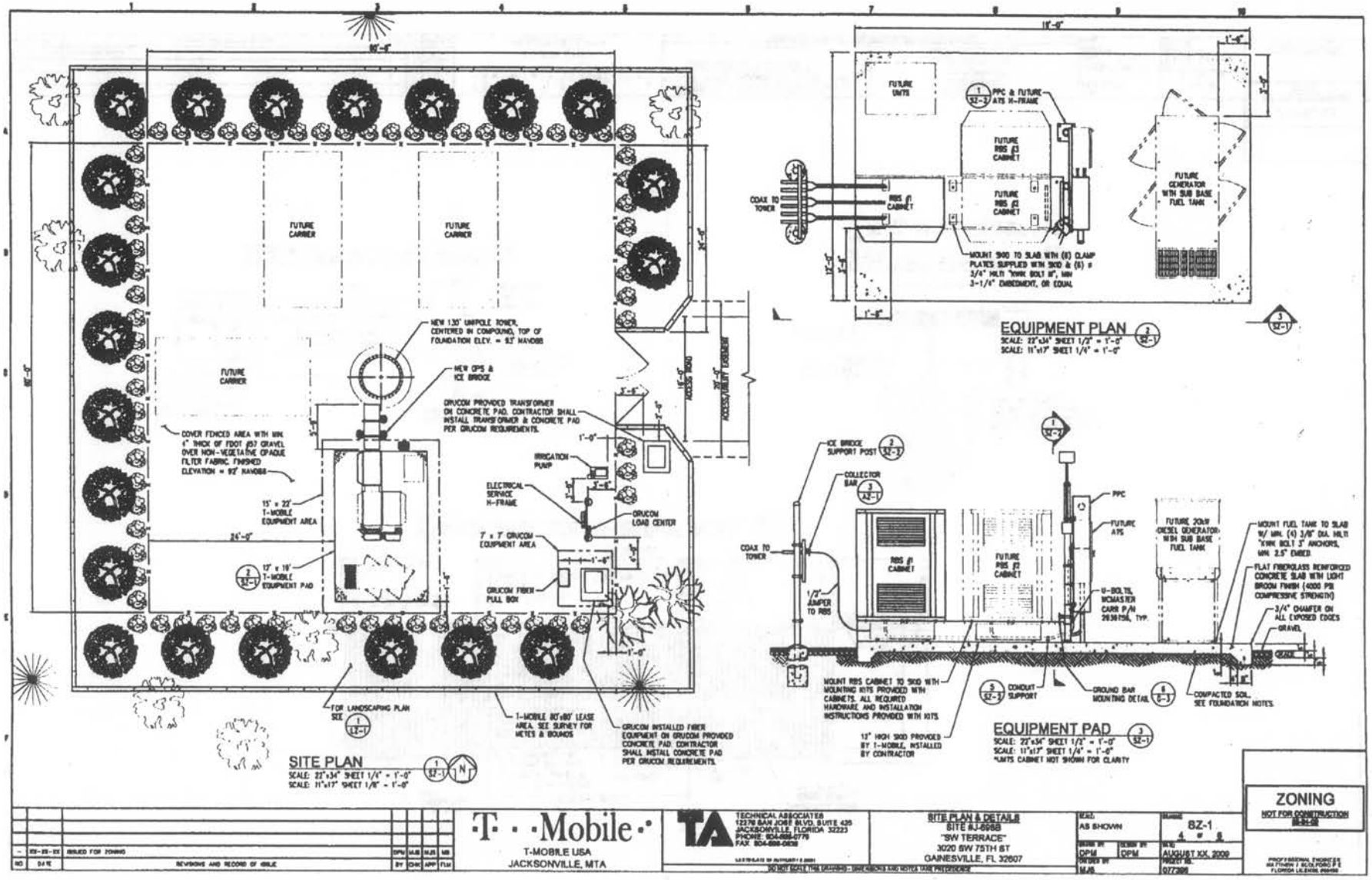
CIVIL DETAILS
SITE #J-8985
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE: AS SHOWN
DRAWN BY: DPM
DESIGN BY: DPM
CHECKED BY: MJB

DRAWING: CZ-2
3 OF 8
DATE: AUGUST XX, 2009
PROJECT NO: 077386

ZONING
NOT FOR CONSTRUCTION
08.24.09

PROFESSIONAL ENGINEER
MATTHEW J. BOSS PORO P.E.
FLORIDA LICENSE #56666



NO	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FILE
-	10-20-09	ISSUED FOR ZONING	DPM	MJS	MJS	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

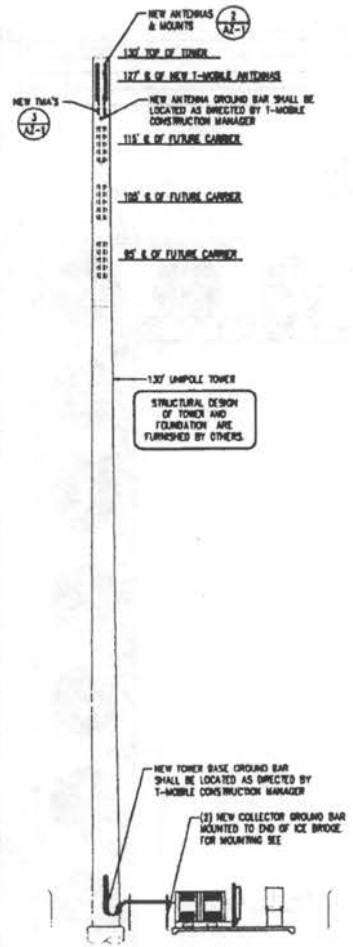
TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD, SUITE 425
JACKSONVILLE, FLORIDA 32223
PHONE: 904-886-0779
FAX: 904-886-0838

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

SITE PLAN & DETAILS
SITE #J-6988
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE:	AS SHOWN
DRAWN BY:	DPM
DESIGN BY:	DPM
CHECKED BY:	MJS
DRAWING #:	SZ-1 4 OF 5
DATE:	AUGUST XX, 2009
PROJECT #:	077386

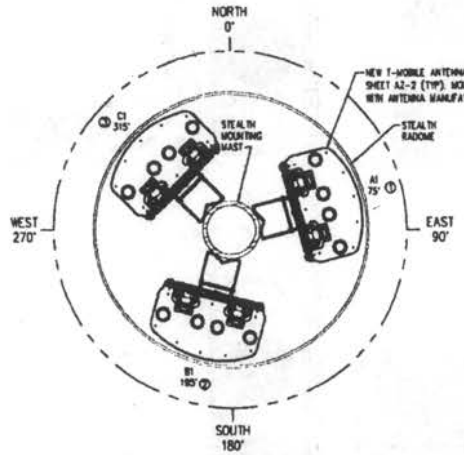
ZONING
NOT FOR CONSTRUCTION



TOWER ELEVATION (1 / AZ-1)
SCALE: N.T.S.

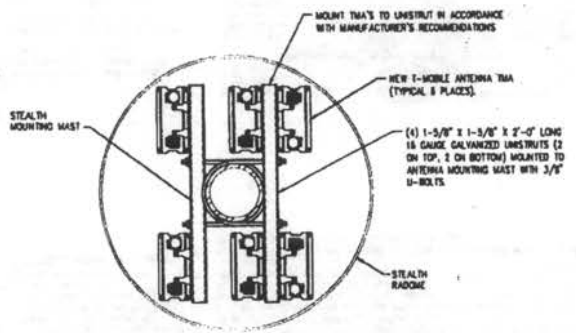
T-MOBILE ANTENNA & CABLING SCHEDULE												
SECTOR	ANTENNA #	MOUNTING POSITION	ANTENNA TYPE	AZIMUTH	DOWN-TILT MECH	DOWN-TILT ELEC	COAX CABLE LENGTH	COAX CABLE DIAMETER	COAX CABLE TYPE	COLOR CODE	REMARKS
A	1	①	TMBXX-6517-R2M	75°	1°	3° OSM	155'	1-5/8"	AVA	RED	NEW SECTOR A COAX CABLE 1
							155'	1-5/8"	AVA	RED, RED	NEW SECTOR A COAX CABLE 2
						3° UMTS	155'	1-5/8"	AVA	VIOLET	NEW SECTOR A COAX CABLE 3
							155'	1-5/8"	AVA	VIOLET, VIOLET	NEW SECTOR A COAX CABLE 4
B	1	②	TMBXX-6517-R2M	195°	1°	3° OSM	155'	1-5/8"	AVA	BLUE	NEW SECTOR B COAX CABLE 1
							155'	1-5/8"	AVA	BLUE, BLUE	NEW SECTOR B COAX CABLE 2
						3° UMTS	155'	1-5/8"	AVA	ORANGE	NEW SECTOR B COAX CABLE 3
							155'	1-5/8"	AVA	ORANGE, ORANGE	NEW SECTOR B COAX CABLE 4
C	1	③	TMBXX-6517-R2M	315°	1°	3° OSM	155'	1-5/8"	AVA	GREEN	NEW SECTOR C COAX CABLE 1
							155'	1-5/8"	AVA	GREEN, GREEN	NEW SECTOR C COAX CABLE 2
						3° UMTS	155'	1-5/8"	AVA	YELLOW	NEW SECTOR C COAX CABLE 3
							155'	1-5/8"	AVA	YELLOW, YELLOW	NEW SECTOR C COAX CABLE 4
			OPS ANTENNA	-	-		-	-	AVA	-	TO BE SUPPLIED BY T-MOBILE

NOTE:
RF DATA SHEETS MUST BE CONFIRMED BY THE RF ENGINEER AND HANDED TO THE GENERAL CONTRACTOR AT THE PRE-CONSTRUCTION SITE WALK.



ANTENNA ORIENTATION (3 / AZ-1)
SCALE: NOT TO SCALE

NOTE:
1. ANTENNA ORIENTATION IS CLOCKWISE FROM TRUE NORTH.
2. ANTENNA AIMUTH/CONFIGURATION LAYOUT FORM SHALL BE COMPLETED AND PROVIDED TO CONSTRUCTION MANAGER



TMA MOUNTING (3 / AZ-1)
SCALE: NOT TO SCALE

NO	DATE	REVISIONS AND RECORD OF ISSUE	DPM	MJB	MJS	MB
-	XX-XX-XX	ISSUED FOR ZONING	BY	CHK	APP	FLH

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
13276 SAN JOSE BLVD, SUITE 425
JACKSONVILLE, FLORIDA 32223
PHONE: 904-880-0778
FAX: 904-880-0838
CERTIFICATE OF AUTHORITY # 8991

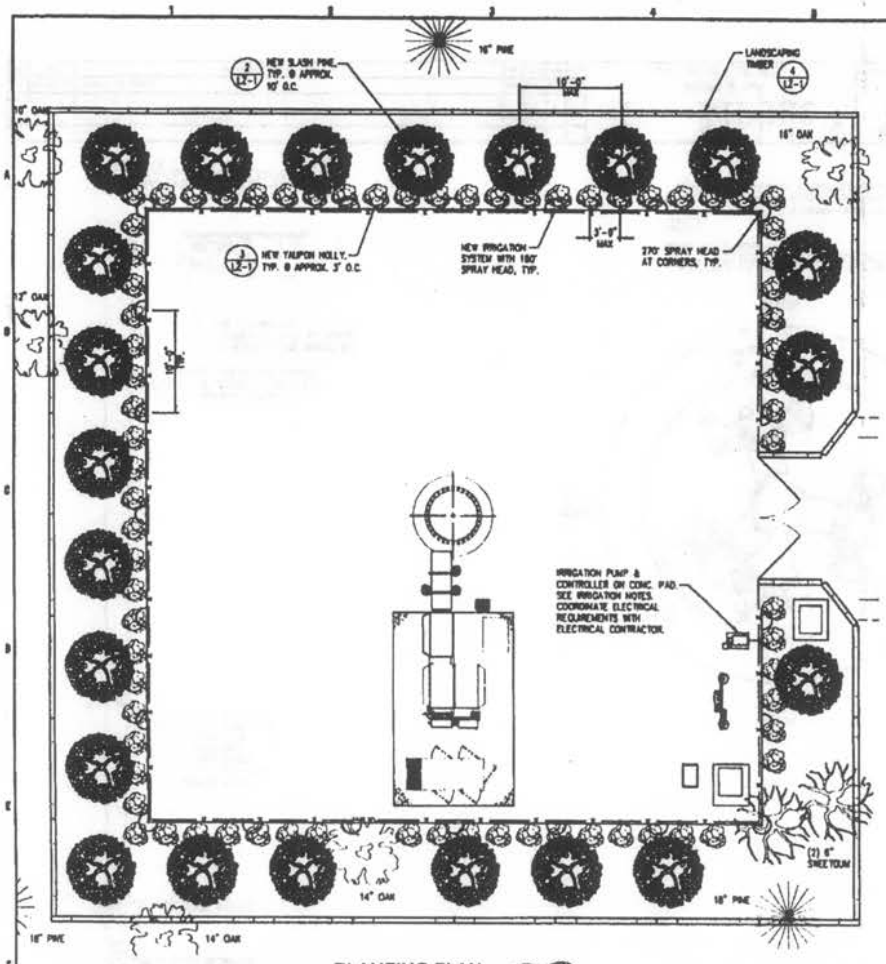
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

TOWER ELEVATION & DETAILS
SITE #J-8958
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE: AS SHOWN
DRAWN BY: DPM
DESIGN BY: DPM
CHECKED BY: MJB
DRAWING: AZ-1
DATE: AUGUST XX, 2009
PROJECT NO.: 077388

ZONING
NOT FOR CONSTRUCTION
08-24-09

PROFESSIONAL ENGINEER MATTHEW J. SCOLFORO P.E. FLORIDA LICENSE #56199



PLANTING PLAN

SCALE: 22"x34" SHEET 3/16" = 1'-0"
SCALE: 11"x17" SHEET 3/32 = 1'-0"

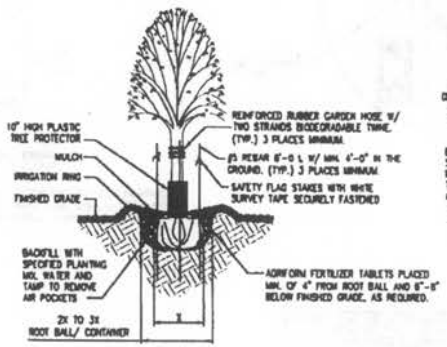
PLANT SCHEDULE				
QTY	SYM.	COMMON NAME	BOTANICAL NAME	PLANT SIZE
22		SLASH PINE	PINUS ELLIOTII	MIN. HEIGHT 10', MIN. 2" CALIPER
74		YAUPON HOLLY	ILEX VOMITORIA	MIN. HEIGHT 24"

LANDSCAPING:

1. MULCH WITH PINE BARK NUGGETS, 3" DEEP MINIMUM.
2. LANDSCAPE CONTRACTOR TO GUARANTEE AND TO MAINTAIN TREES AND SHRUBS FOR 1 YEAR.
3. ALL PLANTING MATERIAL SHALL BE FLORIDA #1 OR BETTER AS OUTLINED BY GRADES AND STANDARDS FOR NURSERY PLANTS, DIVISION OF PLANTING INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE, AND CONSUMER SERVICES. PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
4. FERTILIZER FOR PLANTING OPERATIONS SHALL BE A COMMERCIAL 8-8-8 FERTILIZER WITH 100% ORGANIC NITROGEN.
5. PEAT SHALL CONSIST OF REED PEAT OR SEDGE PEAT, BUT NOT PEAT MOSS AND SHALL BE FREE OF STICKS, STONES, WEEDY ROOTS AND OTHER DEBRIS.
6. PLANTING SOIL MIXTURE SHALL CONSIST OF TWO (2) PARTS TOPSOIL TO ONE (1) PART PEAT, TO WHICH 8-8-8 FERTILIZER HAS BEEN ADDED, ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
7. ALL TREES SHALL BE STAKED AS SHOWN USING BIODEGRADABLE TWINE. THE LANDSCAPE CONTRACTOR SHALL RETURN BETWEEN 6 MONTHS & 1 YEAR TO REMOVE STAKING MATERIAL.
8. ALL TREES WRAPPED IN BURLAP, PLANTING BAGS OR ANY OTHER FABRIC WILL HAVE THIS MATERIAL CUT ON FOUR SIDES THE ENTIRE LENGTH OF THE ROOT BALL.
9. ALL TREES PLANTED IN SOD SHALL BE IN A (4) FOOT MULCHED RING AROUND THE TREE.
10. ALL TREES PLANTED IN SOD SHALL HAVE A 10" PLASTIC PROTECTOR AROUND THE TRUNK TO PROTECT FROM MOWING DAMAGE.

IRRIGATION NOTES:

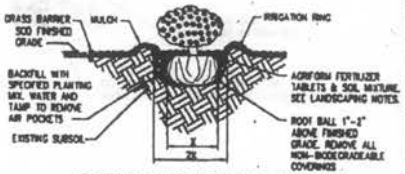
1. PROVIDE A FULLY AUTOMATIC IRRIGATION SYSTEM. SYSTEM MUST PROVIDE 100% COVERAGE FOR ALL NEW VEGETATION.
2. SYSTEM SHALL INCLUDE: WELL, PUMP, PUMP ENCLOSURE, BACKFLOW PREVENTER, RAIN SENSOR SHUTOFF, CONTROLLER, IRRIGATION PIPING SYSTEM, AND ACCESSORIES AS REQUIRED TO IRRIGATE ALL PLANTED AREAS. EXACT LOCATION OF WELL SHALL BE COORDINATED WITH T-MOBILE CONSTRUCTION MANAGER. WELL AND IRRIGATION SYSTEM SHALL COMPLY WITH ALL GOVERNING CODES AND REGULATIONS. DESIGN OF IRRIGATION SYSTEM SHALL BE BY A COMPANY NORMALLY ENGAGED IN THE IRRIGATION BUSINESS. IRRIGATION PUMP MUST BE LOCATED INSIDE THE SECURE FENCED COMPOUND. NO EXCEPTIONS.
3. PUMP ENCLOSURE SHALL BE A FIBERGLASS/COMPOSITE OR ALUMINUM ENCLOSURE TO PROTECT PUMP FROM FREEZING. ENCLOSURE SHALL BE A PRE-MANUFACTURED PRODUCT SPECIFICALLY FOR THIS PURPOSE. SECURE ENCLOSURE TO CONCRETE SLAB WITH FASTENERS TO ALLOW FOR EASE OF REMOVAL & REPLACEMENT.
4. INSULATE ALL ABOVEGROUND IRRIGATION PIPING WITH 3/4" THICK PRE-MOLDED FLEXIBLE UNICELLULAR PIPE INSULATION. ADHESIVES, SEALERS AND PROTECTIVE FINISHES SHALL BE AS RECOMMENDED BY INSULATION MANUFACTURER.
5. INSTALL IRRIGATION PUMP ON A CONCRETE PAD OF SUFFICIENT SIZE TO ACCOMMODATE THE PUMP ENCLOSURE.
6. FINAL IRRIGATION DESIGN AND PRODUCT DATA FOR ALL COMPONENTS SHALL BE SUBMITTED TO AND APPROVED BY T-MOBILE CONSTRUCTION MANAGER.



TREE PLANTING DETAIL

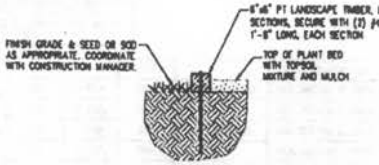
SCALE: N.T.S.

NOTES:
1. STAKE TREES AS INDICATED. SEE NOTE 7
2. PLANT SO THAT ROOT FLARE IS EXPOSED & THE TOPMOST ROOT IN THE BALL ROOT ORIGINATES FROM THE TRUNK IS AT SOIL SURFACE OR WITHIN THE TOP ONE INCH OF THE ROOT BALL.
3. COMPLETELY SURROUND TREE WITH TREE RING.



SHRUB PLANTING DETAIL

NOT TO SCALE



LANDSCAPE TIMBER DETAIL

SCALE: N.T.S

NO	DATE	REVISIONS AND RECORD OF ISSUE	DRW	MJS	MJS	MB
-	XX-XX-XX	ISSUED FOR ZONING	DRW	MJS	MJS	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12278 SAN JOSE BLVD. SUITE 425
JACKSONVILLE, FLORIDA 32223
PHONE: 904-886-0779
FAX: 904-886-0836

CERTIFICATE OF AUTHORITY # 0000
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

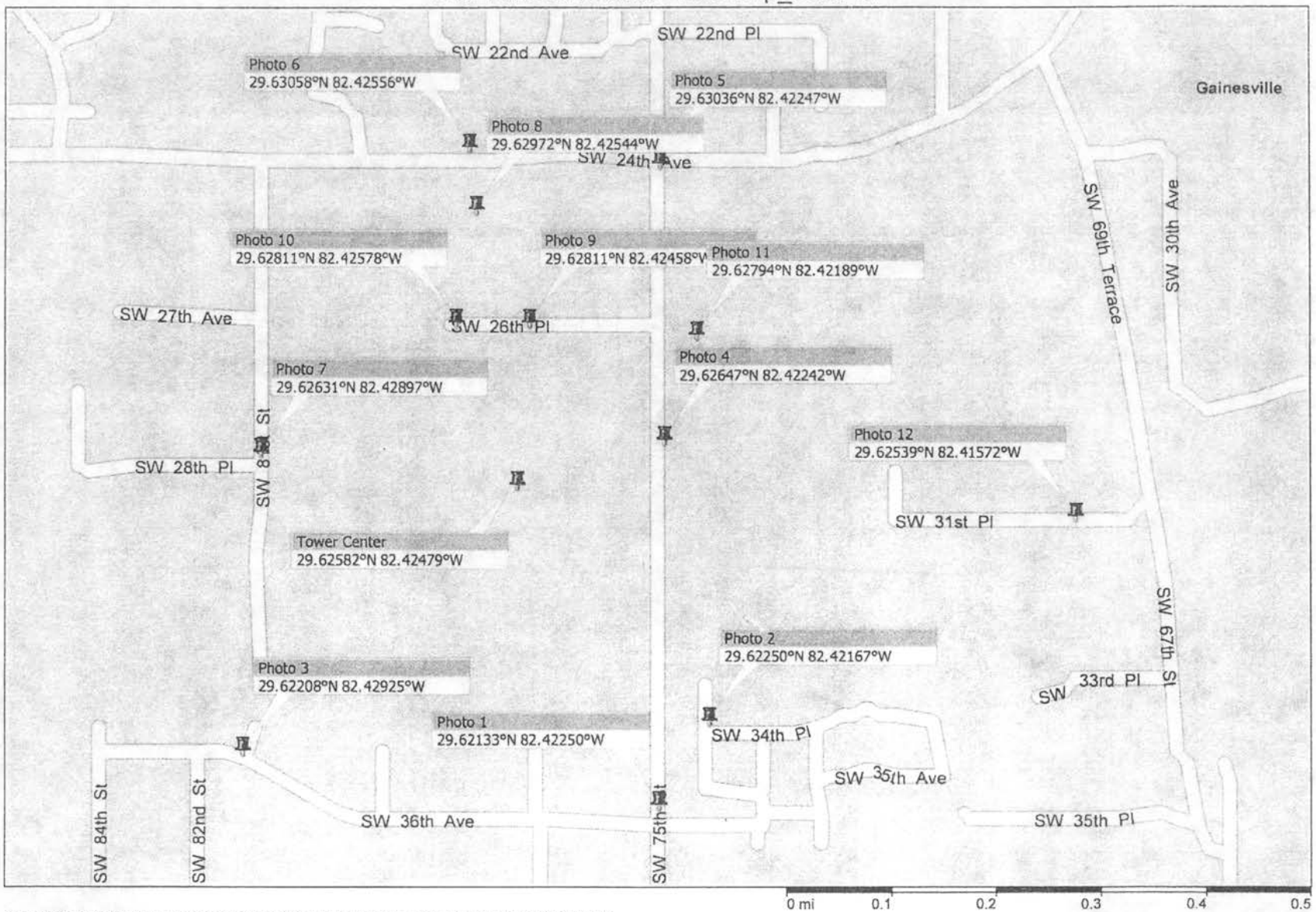
LANDSCAPING PLAN & DETAILS
SITE #J-8988
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE: AS SHOWN
DRAWN BY: DPM
CHECKED BY: DPM
APPROVED BY: MJS
DRAWING NO: LZ-1
DATE: AUGUST XX, 2009
PROJECT NO: 077388

ZONING
NOT FOR CONSTRUCTION
08-31-09

PROFESSIONAL ENGINEER'S SEAL
MATTHEW J. SCOLFORO P.E.
FLORIDA LICENSE #56488

SW-Terrace-Balloon-Test-Map_062410



Copyright © and (P) 1988–2008 Microsoft Corporation and/or its suppliers. All rights reserved. http://www.microsoft.com/streets/
Certain mapping and direction data © 2008 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2008 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2008 by Applied Geographic Systems. All rights reserved.

Photo #4 (SW 75th St) - 130'

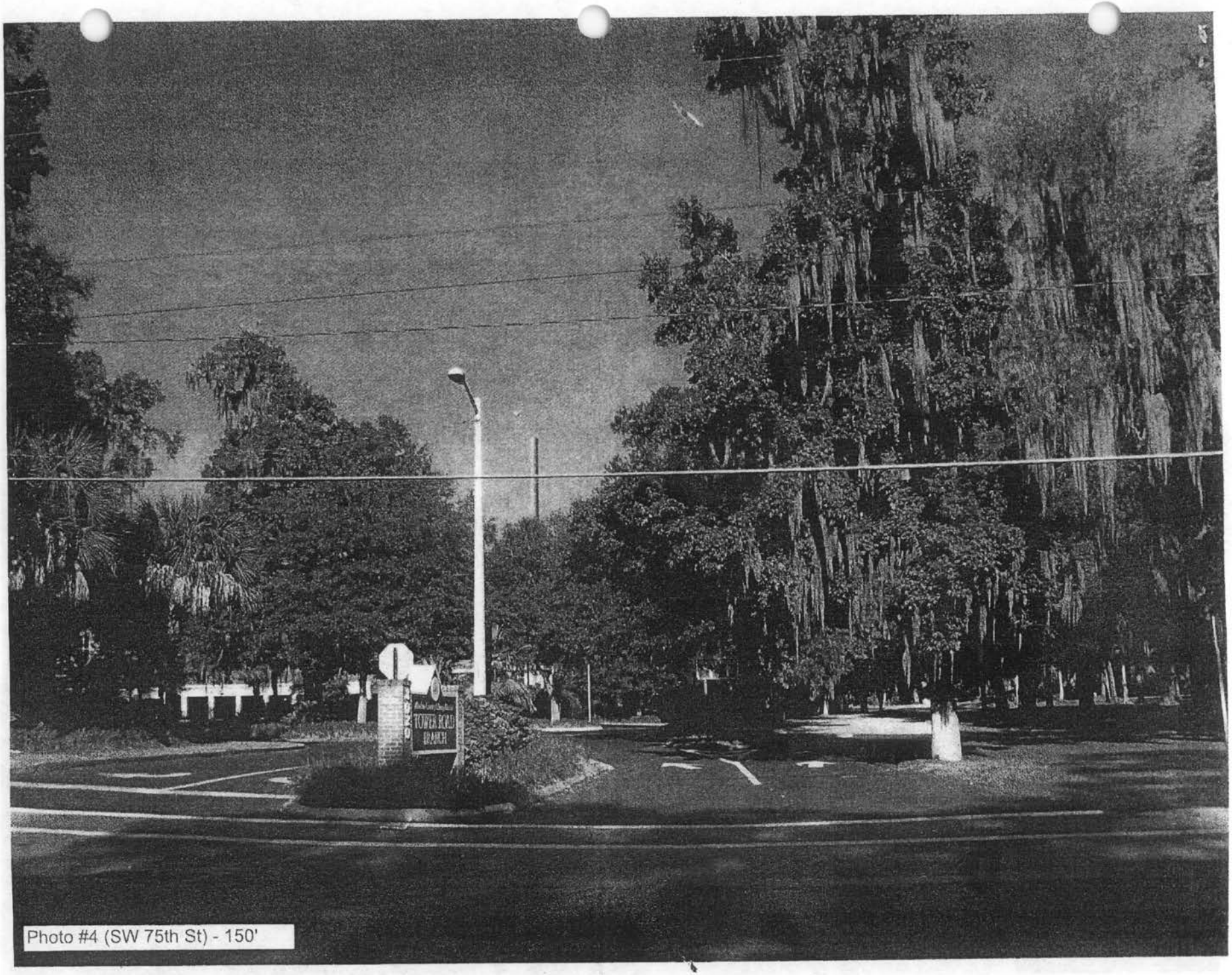


Photo #4 (SW 75th St) - 150'

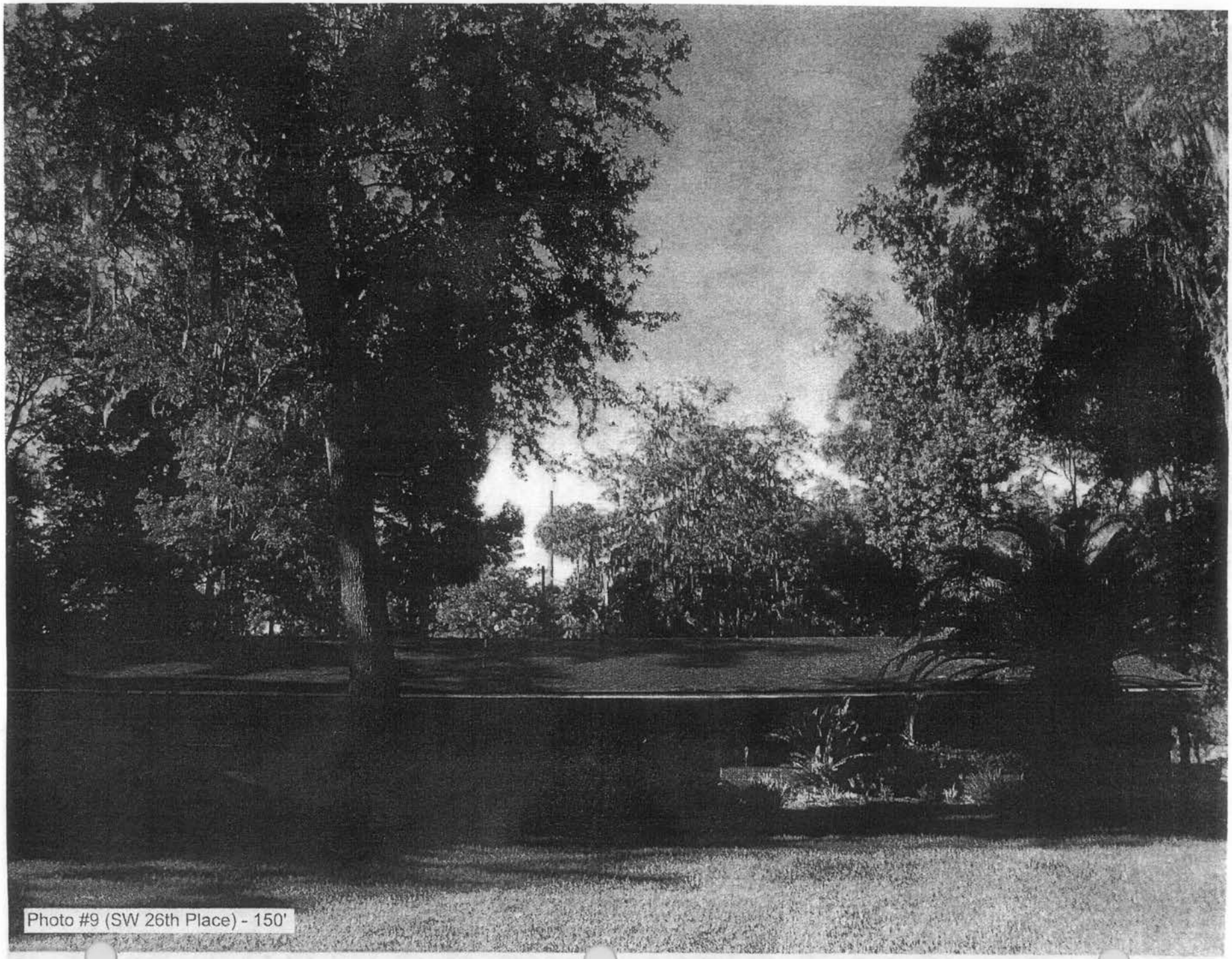
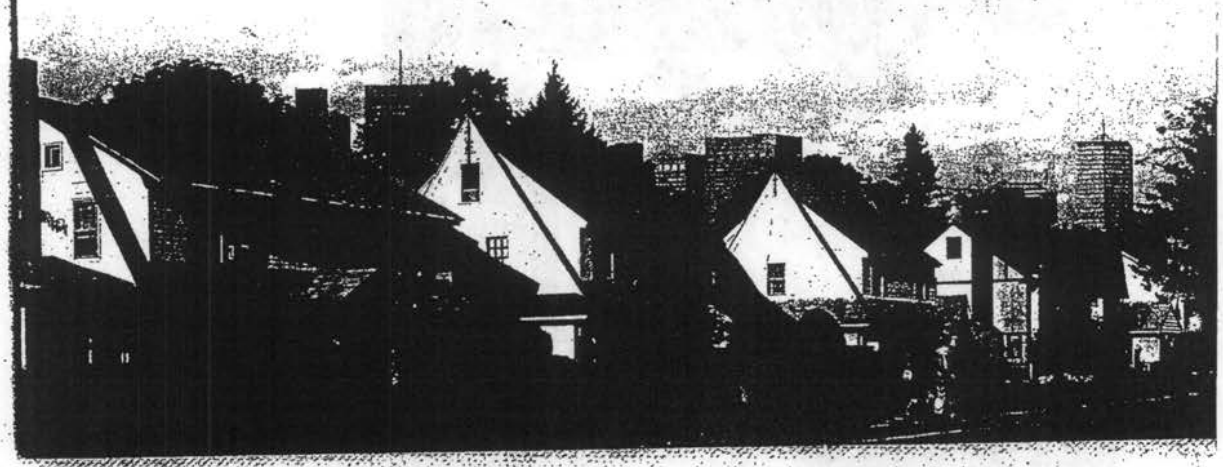


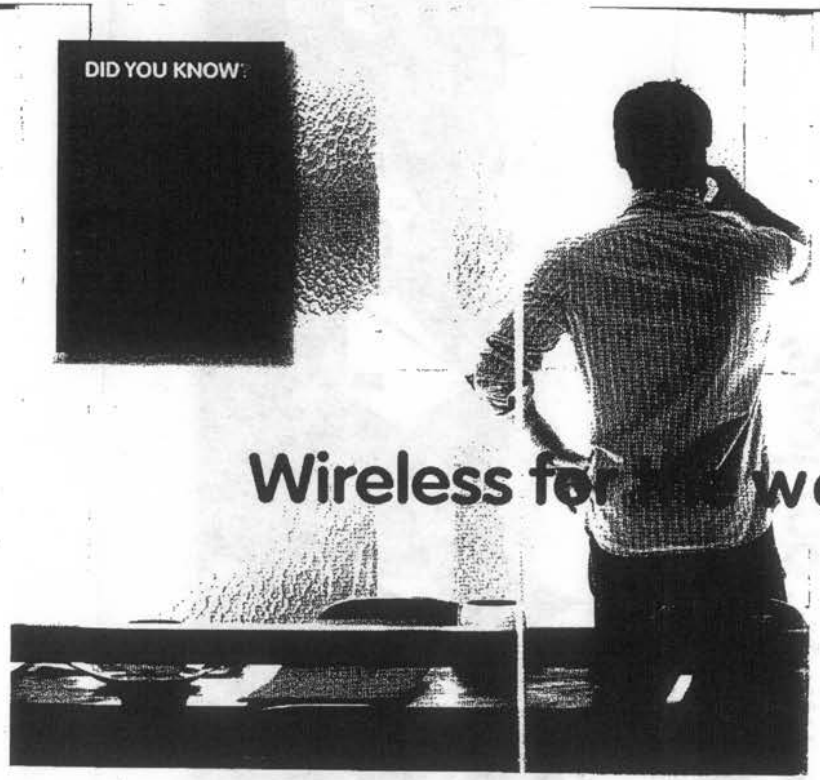
Photo #9 (SW 26th Place) - 150'

T · ·Mobile·

Growing the nation's wireless networks helps us all stay connected to our families, our jobs, our world.



DID YOU KNOW:



If all cell phone subscribers in the U.S. formed their own country, it would be the fourth most-populated country in the world. For many people, their cell phone is as integral to their daily lives as their car keys and wallet.

Wireless fo[illegible]way we live

Wireless use is booming

More than 80 percent of all Americans subscribe to cell phone service. People of all ages rely increasingly on their cell phones to talk, text, send photos, search the Internet, and more. To handle the ever-growing volume of calls and transmission of information, the capabilities of wireless networks must continually improve. It takes a robust physical network of antennas, phone lines and equipment to successfully make those wireless connections.

Cell phone use overtakes landlines

In 2006, cell phones became the predominant way Americans communicate by phone. That's when minutes of cell phone use began exceeding the minutes of use on landline phones.

Many people are now dropping their landlines altogether in favor of their cell phones. U.S. government statistics indicate that 13.6 percent of wireless customers in the U.S. rely on their cell phone as their only phone—they've "cut the cord" and gone entirely wireless.

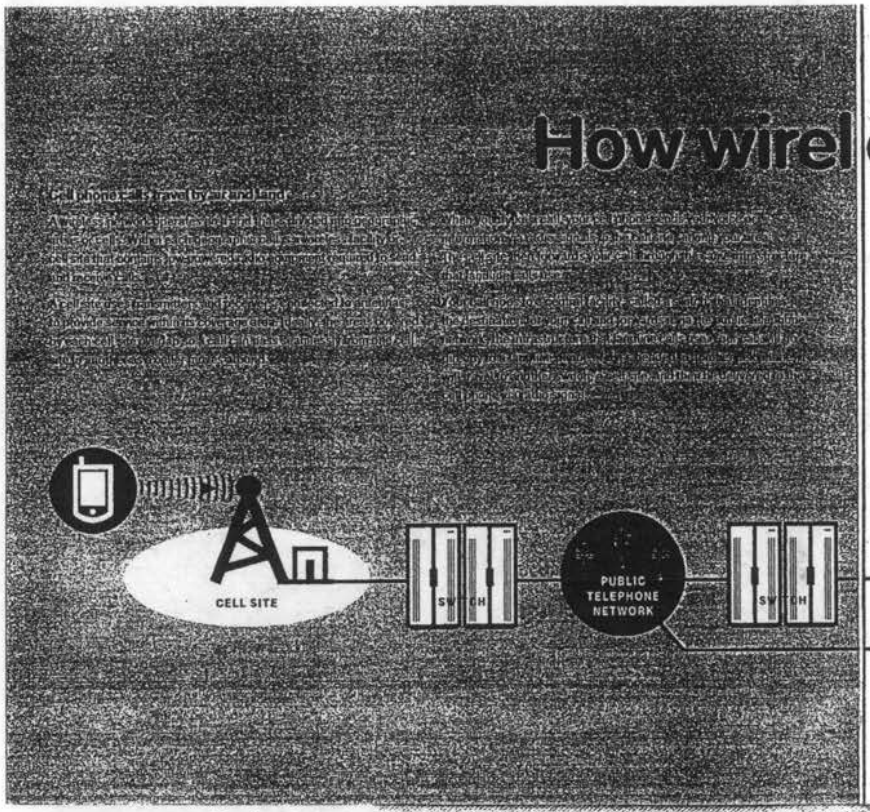
This dramatic increase in cell phone use can put a strain on wireless networks. Unless the networks expand to keep pace with increasing consumer demand, consumers may experience dropped calls, poor call clarity and spotty coverage.

You deserve reliable coverage

We rely on our cell phones to stay connected, which means we need seamless wireless coverage. And great wireless coverage takes a well-designed, robust network of wireless facilities across the country. To meet the growing demand for wireless communications, T-Mobile and other wireless carriers must continually expand their networks of cell sites across the country.

How wireless works

Wireless communication isn't completely wire-free. It takes wireless technology and a physical infrastructure to send and receive your cell phone calls.



New capabilities, tried-and-true technology

Cell phones might seem like the ultimate sign of the new millennium, but wireless communications rely on a technology that's been around for more than 160 years.

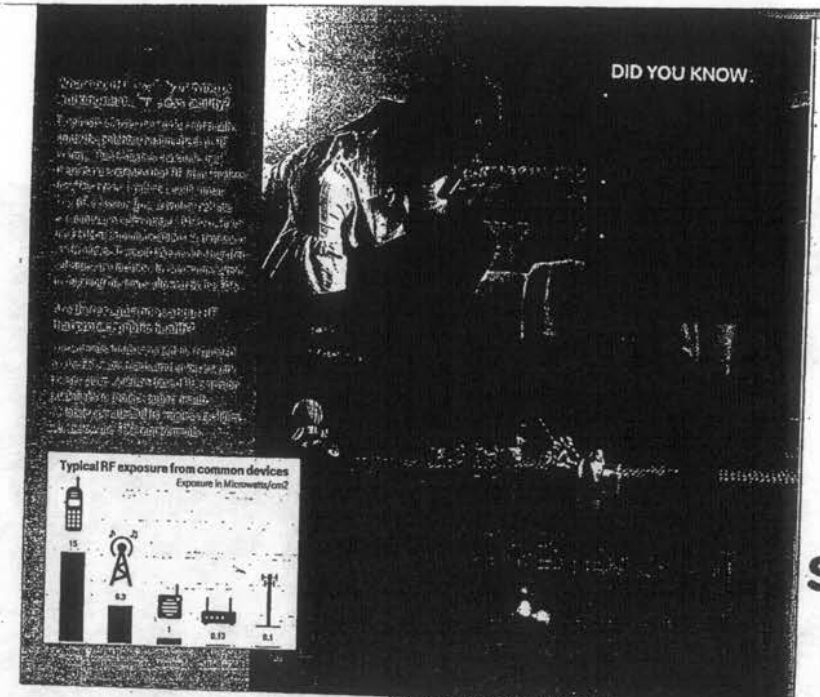
Your cell phone sends information—whether it's voice, text, images, music or more—in the form of radio waves, also called "signals" or "radio frequencies" (RF). This is the same technology that delivers radio and television broadcasts and that makes cordless telephones, baby monitors and wireless routers work in your home.

Providing reliable coverage

If there are gaps between coverage areas or when demand exceeds the capacity of a cell site's antennas, the wireless signal may be lost. If the network doesn't have enough cell sites to handle call volumes, a cell phone call may be dropped (you lose signal) or blocked (you can't make a call).

Wireless signals travel primarily by line of sight, so there must be a clear path between your phone and the nearest site to transmit and receive calls. Wireless service may get disrupted because obstacles like buildings, hills and trees block the signal. To have reliable wireless service in your home, a cell site must be located reasonably close to your house, closer than if you only use your cell phone outdoors.

T-Mobile's goal is to avoid losing connections by filling in coverage gaps and ensure our network can handle call capacity—so our customers can make calls indoors, outdoors and on the move. With the fast growth in cell phone use and capabilities, providing reliable coverage demands that our network infrastructure be continually expanded and upgraded.



Roughly half the 9-1-1 calls made in the U.S. today come from a cell phone. Wireless communication is increasingly vital to public safety as people in distress and emergency responders rely on cell phones in times of emergency.

safety

Cell phones for personal and public safety

T-Mobile typically handles more than 60,000 emergency 9-1-1 calls every day across the country and that number is growing rapidly. In many communities, the availability of reliable cell phone networks enables emergency responders to provide faster assistance to those in need.

Cell phones are an important safety consideration for young and old alike. Forty percent of children, ages 12 to 14, have cell phones and parents cite safety as a primary reason they provide cell phones to their children. According to AARP, 56 percent of Americans over the age of 65 own a cell phone primarily for personal safety and security.

Cell phones in emergencies

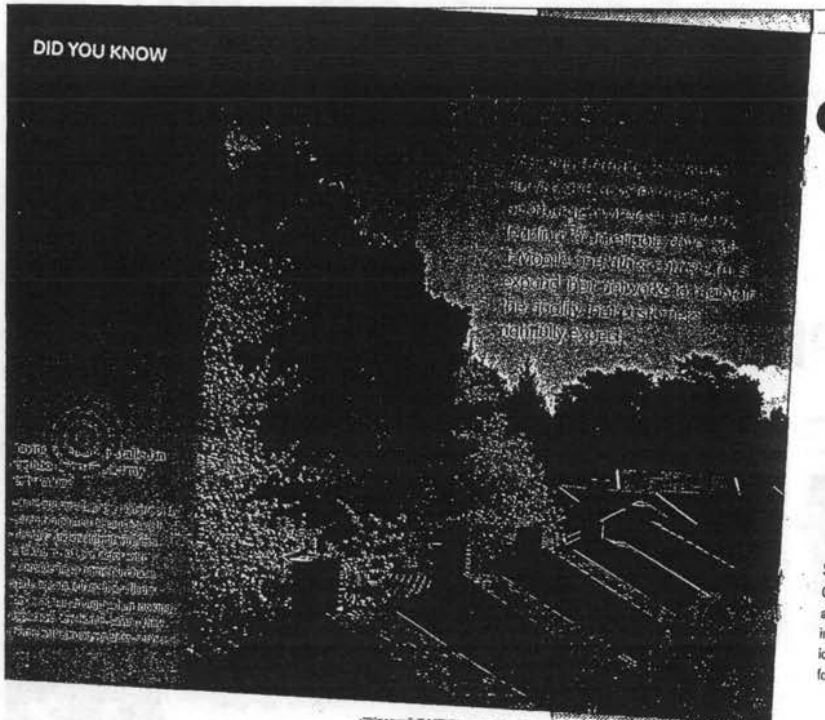
To improve the ability of emergency services to quickly assist those in need, a caller location system called Enhanced 9-1-1 (E9-1-1) is being deployed across the country. E9-1-1 provides three functions to help connect emergency responders and distressed wireless callers more quickly:

- Ensures that a wireless 9-1-1 call is routed to the most appropriate emergency dispatch call center
- Provides emergency dispatchers with the call-back number of the caller
- Provides the approximate location of the distressed caller

E9-1-1 requires a strong wireless network

T-Mobile is committed to providing the wireless infrastructure required to fully support E9-1-1 capabilities. That means placing enough facilities throughout communities to ensure that a distressed caller's wireless phone has adequate signal available to make the emergency call, to stay connected with the 9-1-1 operator, and to be located by emergency responders.

DID YOU KNOW



are selected

When a new cell site is needed

Determining when and where a new wireless facility is required to improve service is a rigorous process based oh scientific analysis and modeling, as well as customer input. T-Mobile analyzes many criteria, such as the following factors.

- **Network performance data:** RF engineering experts conduct meticulous scientific analysis of T-Mobile's network, examining network performance data, call volume and usage patterns.
- **Customer satisfaction surveys and feedback:** Customer feedback and research by independent organizations help T-Mobile assess wireless service quality and determine where improvements are needed.
- **Real-time drive test data:** T-Mobile engineering teams and independent researchers simulate our customers' call experience by driving through service areas with advanced testing equipment. They collect network performance statistics to gain precise, real-time measurements of network quality.

Selecting the best site

Once T-Mobile determines that a new cell site is needed in a specific area to provide reliable coverage and handle call volume, an examination of the area is conducted. A T-Mobile team visits the area to identify feasible locations and potential sites are evaluated from the following perspectives to pinpoint the best location for the new site.

- **Scientific analysis:** RF Engineers identify which location offers the best technical solution to address coverage gaps and wireless service needs.
- **Zoning and permitting:** Zoning specialists ensure that all local zoning, permitting and building codes, plus all state and federal regulations, can be complied with at a location.
- **Real estate:** Site acquisition specialists look for viable leasing arrangements, such as an amenable landlord and round-the-clock site access for technicians.
- **Construction:** Construction managers ensure that the proposed site can be constructed safely and will meet all municipal building codes and safety standards.

Permitting and construction

Once a location that best meets all criteria is selected, T-Mobile conducts due diligence to confirm that the selected site is truly the best option—from scientific, zoning, leasing, construction and permitting perspectives. Then T-Mobile works with local officials to obtain all required permits and negotiates a lease with the property owner.

Once permits have been issued by all local, state and federal agencies, T-Mobile builds the facility, staying in close contact with the landlord and local building department through the construction process.

How new sites are selected

YOU KNOW:

T-Mobile works to co-locate on an existing structure before erecting a new structure like this monopole.

T-Mobile often partners with schools, hospitals and places of worship as locations for cell sites.

Buildings work well as locations to minimize the visual impact of antennas.

Existing utility infrastructure, such as a transmission tower, makes an excellent location for cell sites.

T-Mobile partners with municipal governments to lease space and locate antennas on facilities like water tanks.

Cell sites to fit every landscape

Cell sites come in all shapes and sizes. They're all around us. They're what provide the call quality and coverage you need to stay connected to your world.

There are more than 210,000 cell sites installed in the U.S., according to the wireless industry association, CTIA. Thanks to continual advances in wireless technology, the cell sites built today are typically not as overwhelming as the early radio towers. Wireless antennas are also generally smaller than in the past and can be mounted onto existing structures such as utility poles, water tanks or church steeples.

Wireless facilities in your community

T-Mobile is sensitive to the needs of each community and works to reduce the visual impact of a cell site on the local area. For example, T-Mobile prefers to install antennas on existing structures or on structures that are shared with other wireless carriers whenever possible. Roughly two-thirds of T-Mobile's wireless facilities are built on existing structures including:

- Local government-owned properties, such as buildings and water tanks
- Existing cell sites operated by other carriers
- Rooftops or sides of community buildings, such as hospitals, churches, schools and shopping malls
- Utility poles and electrical transmission towers

When T-Mobile cannot use an existing structure, we take special care to locate the most suitable property for a free-standing site. We then design the site to have minimal visual impact and work to allow space for other carriers to locate on the facility.

Cell sites to fit every landscape

Learn more

The wireless industry association, CTIA, is an excellent resource for more details on how wireless technology works and other wireless topics. Visit **www.CTIA.org**.

Learn how emergency responders across the country are using E9-1-1 capabilities to connect with people in distress more quickly. Visit **www.fcc.gov/e911**.

To learn more about the studies conducted on the potential effects of RF energy on health, visit **http://www.t-mobile-takeaction.com/important_links.html**. You'll find links to several independent resources and scientific agencies that conduct studies, such as the World Health Organization, the American Cancer Society and the U.S. Food and Drug Administration.

Contact us

If you have questions about the information provided in this booklet or want to let us know why reliable wireless coverage is important to you, please contact **tellusyourstory@t-mobile.com**.

Take action for better connections

T-Mobile is continually working to improve the quality of our network. Hearing from our customers and supporters is critical to that process. If you support T-Mobile's efforts to improve coverage in your area, let us know!

Complete the post-paid card in this booklet and return it to T-Mobile or visit **www.t-mobile-takeaction.com**.

Add your voice to the thousands of T-Mobile customers and supporters across the country who agree that having great wireless coverage in their homes, offices and neighborhoods is important.

Count me among the T-Mobile supporters who are eager to have more reliable wireless coverage in our homes, workplaces and neighborhoods.

Name: _____

Address: _____

_____

City: _____

State: _____ Zip: _____

Phone: _____

Email: _____

☐ Yes! I support improved coverage in my neighborhood. Please let my public officials know I want them to do everything they can to ensure the citizens of my town have reliable wireless coverage.

Comments: _____

_____

_____

_____

_____

T-Mobile is committed to protecting your private information. T-Mobile does not sell, rent, or lease your personal information to third parties for marketing purposes.

T-Mobile

T··Mobile··

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 365 SEATTLE WA

POSTAGE WILL BE PAID BY ADDRESSEE

T-MOBILE USA
NATIONAL HEADQUARTERS
PO BOX 9463
SEATTLE WA 98109-9936

We live in an increasingly wireless world. More than 80 percent of Americans subscribe to cell phone service and rely on it for work, for staying connected to friends and family, and for safety.

To meet the increasing demand customers have for reliable coverage, wireless carriers must continue to grow their networks. T-Mobile focuses on enhancing our network with new cell sites that blend into the surrounding community and deliver the biggest service improvement for our customers.

stick together®

T··Mobile·

T-MOBILE USA
12920 SE 38th Street
Bellevue, Washington 98006

Mixed Sources
FSC

© 2010 T-Mobile USA, Inc. T-Mobile is a federally registered trademark, and the magenta color is a trademark of Deutsche Telekom AG. Stick together is a registered trademark of T-Mobile USA, Inc.

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit Application to:
Development Services Division

PROPERTY OWNERS' AFFIDAVIT

Alachua County Library District
Owner

Application No.

Additional Owners

T-Mobile South, LLC, Mary D. Solik, Esq, Kelly Williamson
Appointed Agent(s)

06850-003-000
Parcel Number(s)

17 Section | 10 Township | 19 Range

Special Use Permit - 130' Unipole - Personal Wireless Service Facility
Type of Request

I (we), the property owner(s) of the subject property, being duly sworn, depose and say the following:

1. That I am (we are) the owner(s) and record title holder(s) of the property described in the attached legal description;
2. That this property constitutes the property for which the above noted land use request is being made to the Alachua County Board of County Commissioners;
3. That I (we), the undersigned, have appointed, and do appoint, the above noted person(s) as my (our) agent(s) to execute any agreement(s), and other documents necessary to effectuate such agreement(s) in the process of pursuing the aforementioned land use request;
4. That this affidavit has been executed to induce the Alachua County Board of County Commissioners to consider and act on the subject request;
5. That (we), the undersigned authority, hereby certify that the foregoing statements are true and correct.

Sol M. Hirsch
Owner (signature)

Owner (signature)

Owner (signature)

STATE OF FLORIDA
COUNTY OF ALACHUA

SHANEY T. LIVINGSTON
MY COMMISSION # DD 987585
EXPIRES: May 3, 2014
Bonded Thru Budget Notary Services

(SEAL ABOVE)

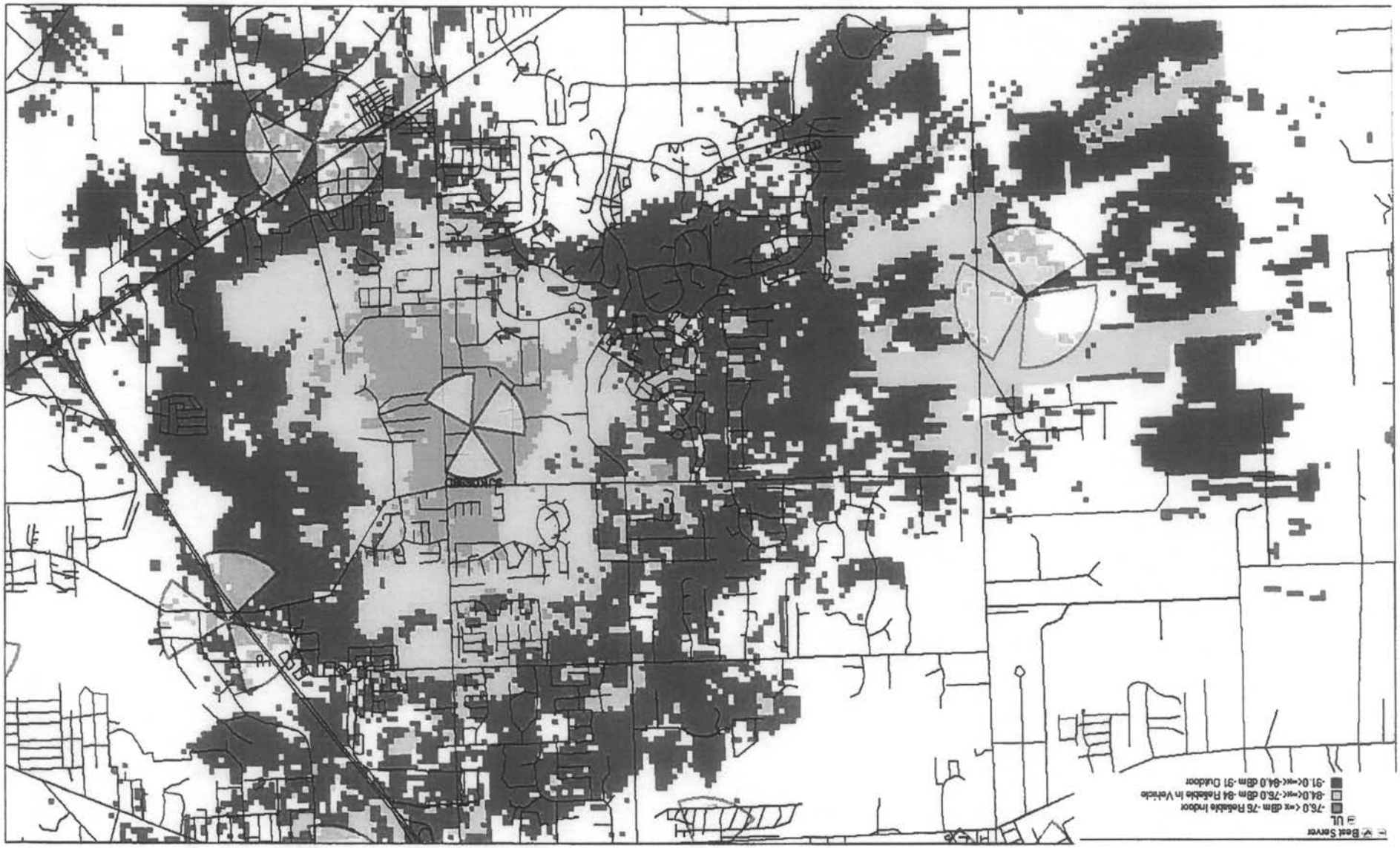
SWORN AND SUBSCRIBED BEFORE ME
THIS 23rd DAY OF September, 2010
BY Sol M. Hirsch
WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION

(TYPE OF IDENTIFICATION)

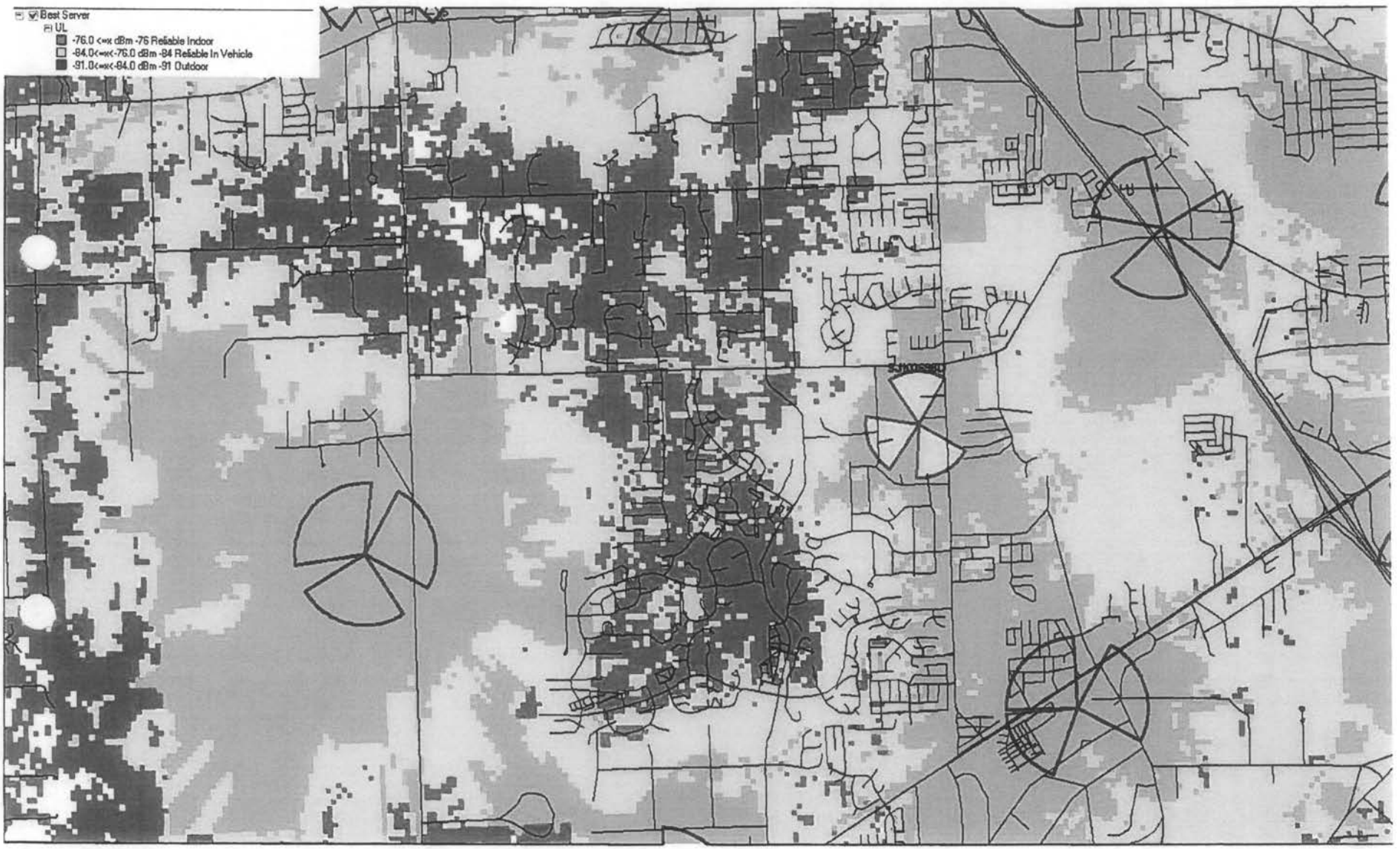
SHANEY T. LIVINGSTON
MY COMMISSION # DD 987585
EXPIRES: May 3, 2014
Bonded Thru Budget Notary Services

Notary Public, Commission No.

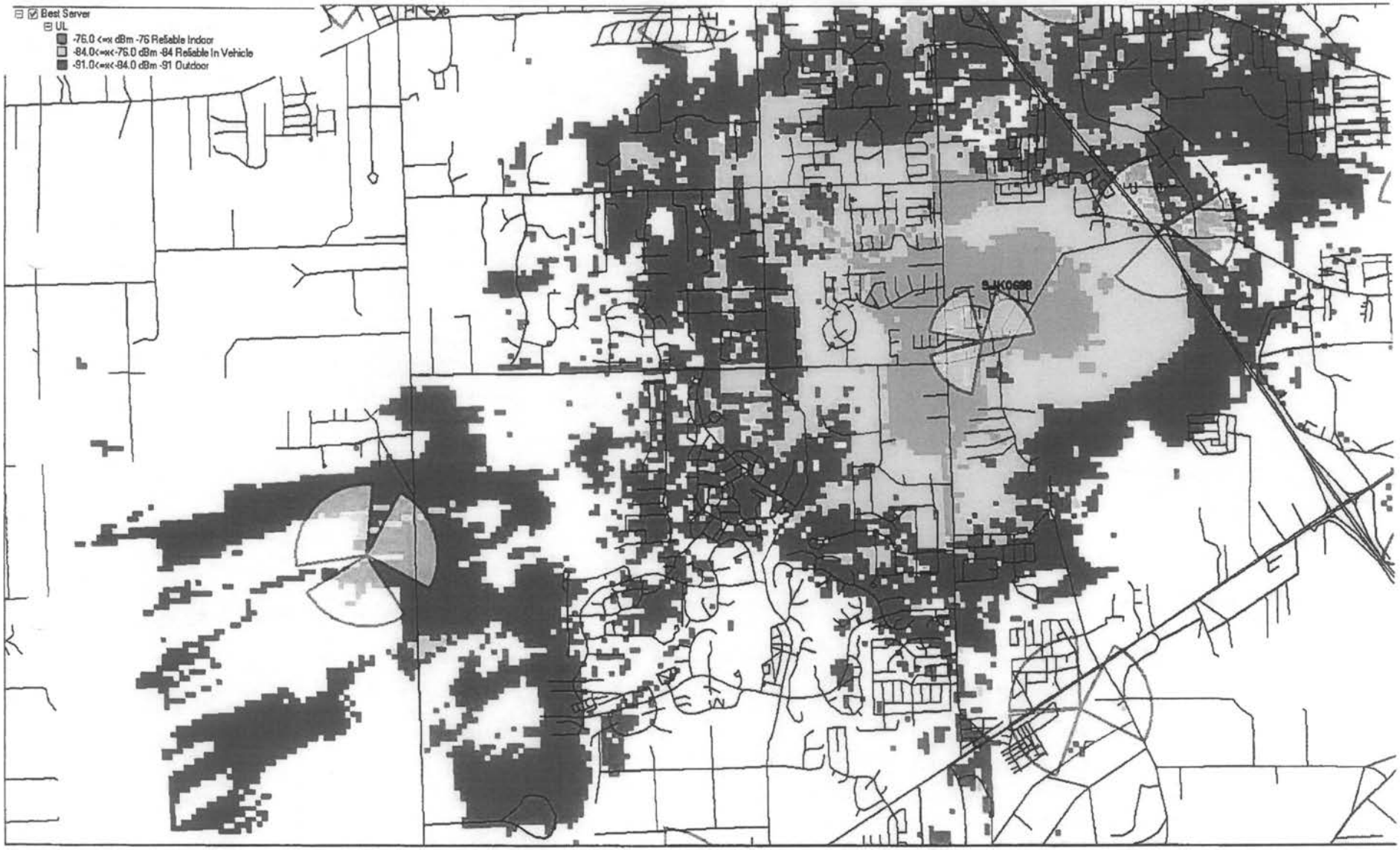
(Name of Notary typed, printed, or stamped)
Shaney T. Livingston



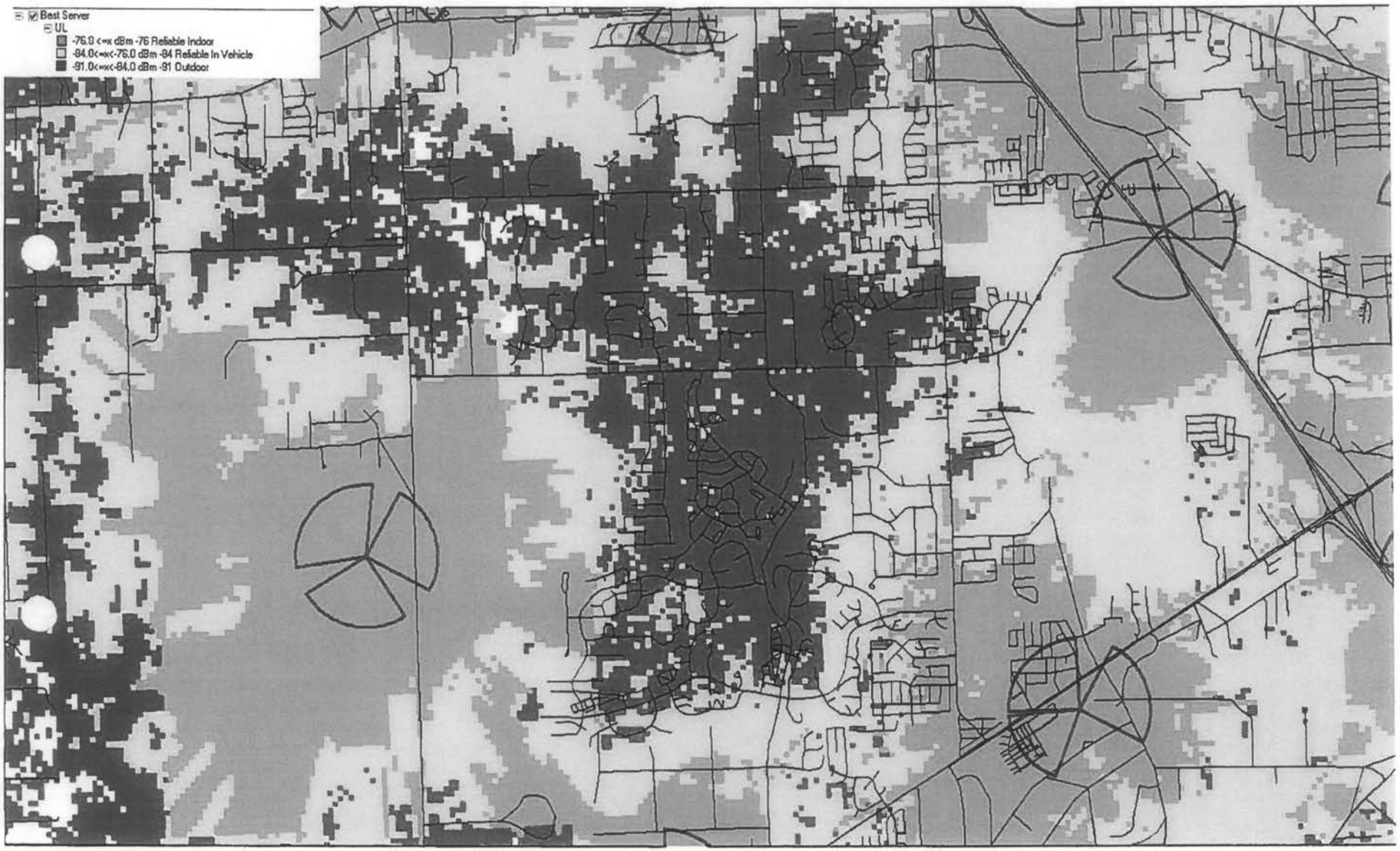
Proposed Coverage with 130' facility at Library



Current Coverage with proposed 130' facility



Proposed Coverage - Gillan facility at 180'



T-mobile Current Coverage

Current Coverage with 180' proposed Gillan Facility

TECHNICAL ASSOCIATES
Engineering Solutions Provider

TECHNICAL ASSOCIATES

Engineering Solutions Provider

T-Mobile South, LLC
Balloon Test / Photo Simulation
9JK698 – SW Terrace

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 9JK698 – SW Terrace
Aerial Map of Vicinity

SW 22nd Ave
SW 22nd Pl
SW 23rd Pl
SW 24th Ave
SW 25th Rd
SW 6th Way
SW 7th Ct
SW 7th Dr
SW 15th St
SW 76th Pl
SW 75th Pl
SW 74th Ct
SW 74th Terrace
SW 73rd St
SW 71st St
SW 28th Pl
SW 30th Ave
SW 31st Pl
SW 31st St
SW 36th Ave
SW 35th Pl
SW 37th Pl
SW 40th Ave
SW 40th Terrace
SW 41st Ave
SW 42nd Ave
SW 42nd Terrace
SW 43rd Ave
SW 43rd Terrace
SW 44th Ave
SW 45th Terrace
SW 46th Ave
SW 46th Terrace
SW 47th Ave
SW 47th Terrace
SW 48th Ave
SW 48th Terrace
SW 49th Ave
SW 49th Terrace
SW 50th Ct
SW 50th Terrace
SW 51st Ave
SW 51st Terrace
SW 52nd Ave
SW 52nd Terrace
SW 53rd Ave
SW 53rd Terrace
SW 54th Ave
SW 54th Terrace
SW 55th Ave
SW 55th Terrace
SW 56th Ave
SW 56th Terrace
SW 57th Ave
SW 57th Terrace
SW 58th Ave
SW 58th Terrace
SW 59th Ave
SW 59th Terrace
SW 60th Ave
SW 60th Terrace
SW 61st Ave
SW 61st Terrace
SW 62nd Ave
SW 62nd Terrace
SW 63rd Ave
SW 63rd Terrace
SW 64th Ave
SW 64th Terrace
SW 65th Ave
SW 65th Terrace
SW 66th Ave
SW 66th Terrace
SW 67th Ave
SW 67th Terrace
SW 68th Ave
SW 68th Terrace
SW 69th Ave
SW 69th Terrace
SW 70th Ave
SW 70th Terrace
SW 71st Ave
SW 71st Terrace
SW 72nd Ave
SW 72nd Terrace
SW 73rd Ave
SW 73rd Terrace
SW 74th Ave
SW 74th Terrace
SW 75th Ave
SW 75th Terrace
SW 76th Ave
SW 76th Terrace
SW 77th Ave
SW 77th Terrace
SW 78th Ave
SW 78th Terrace
SW 79th Ave
SW 79th Terrace
SW 80th Ave
SW 80th Terrace
SW 81st Ave
SW 81st Terrace
SW 82nd Ave
SW 82nd Terrace
SW 83rd Ave
SW 83rd Terrace
SW 84th Ave
SW 84th Terrace
SW 85th Ave
SW 85th Terrace
SW 86th Ave
SW 86th Terrace
SW 87th Ave
SW 87th Terrace
SW 88th Ave
SW 88th Terrace
SW 89th Ave
SW 89th Terrace
SW 90th Ave
SW 90th Terrace
SW 91st Ave
SW 91st Terrace
SW 92nd Ave
SW 92nd Terrace
SW 93rd Ave
SW 93rd Terrace
SW 94th Ave
SW 94th Terrace
SW 95th Ave
SW 95th Terrace
SW 96th Ave
SW 96th Terrace
SW 97th Ave
SW 97th Terrace
SW 98th Ave
SW 98th Terrace
SW 99th Ave
SW 99th Terrace
SW 100th Ave
SW 100th Terrace
SW 101st Ave
SW 101st Terrace
SW 102nd Ave
SW 102nd Terrace
SW 103rd Ave
SW 103rd Terrace
SW 104th Ave
SW 104th Terrace
SW 105th Ave
SW 105th Terrace
SW 106th Ave
SW 106th Terrace
SW 107th Ave
SW 107th Terrace
SW 108th Ave
SW 108th Terrace
SW 109th Ave
SW 109th Terrace
SW 110th Ave
SW 110th Terrace
SW 111th Ave
SW 111th Terrace
SW 112th Ave
SW 112th Terrace
SW 113th Ave
SW 113th Terrace
SW 114th Ave
SW 114th Terrace
SW 115th Ave
SW 115th Terrace
SW 116th Ave
SW 116th Terrace
SW 117th Ave
SW 117th Terrace
SW 118th Ave
SW 118th Terrace
SW 119th Ave
SW 119th Terrace
SW 120th Ave
SW 120th Terrace
SW 121st Ave
SW 121st Terrace
SW 122nd Ave
SW 122nd Terrace
SW 123rd Ave
SW 123rd Terrace
SW 124th Ave
SW 124th Terrace
SW 125th Ave
SW 125th Terrace
SW 126th Ave
SW 126th Terrace
SW 127th Ave
SW 127th Terrace
SW 128th Ave
SW 128th Terrace
SW 129th Ave
SW 129th Terrace
SW 130th Ave
SW 130th Terrace
SW 131st Ave
SW 131st Terrace
SW 132nd Ave
SW 132nd Terrace
SW 133rd Ave
SW 133rd Terrace
SW 134th Ave
SW 134th Terrace
SW 135th Ave
SW 135th Terrace
SW 136th Ave
SW 136th Terrace
SW 137th Ave
SW 137th Terrace
SW 138th Ave
SW 138th Terrace
SW 139th Ave
SW 139th Terrace
SW 140th Ave
SW 140th Terrace
SW 141st Ave
SW 141st Terrace
SW 142nd Ave
SW 142nd Terrace
SW 143rd Ave
SW 143rd Terrace
SW 144th Ave
SW 144th Terrace
SW 145th Ave
SW 145th Terrace
SW 146th Ave
SW 146th Terrace
SW 147th Ave
SW 147th Terrace
SW 148th Ave
SW 148th Terrace
SW 149th Ave
SW 149th Terrace
SW 150th Ave
SW 150th Terrace
SW 151st Ave
SW 151st Terrace
SW 152nd Ave
SW 152nd Terrace
SW 153rd Ave
SW 153rd Terrace
SW 154th Ave
SW 154th Terrace
SW 155th Ave
SW 155th Terrace
SW 156th Ave
SW 156th Terrace
SW 157th Ave
SW 157th Terrace
SW 158th Ave
SW 158th Terrace
SW 159th Ave
SW 159th Terrace
SW 160th Ave
SW 160th Terrace
SW 161st Ave
SW 161st Terrace
SW 162nd Ave
SW 162nd Terrace
SW 163rd Ave
SW 163rd Terrace
SW 164th Ave
SW 164th Terrace
SW 165th Ave
SW 165th Terrace
SW 166th Ave
SW 166th Terrace
SW 167th Ave
SW 167th Terrace
SW 168th Ave
SW 168th Terrace
SW 169th Ave
SW 169th Terrace
SW 170th Ave
SW 170th Terrace
SW 171st Ave
SW 171st Terrace
SW 172nd Ave
SW 172nd Terrace
SW 173rd Ave
SW 173rd Terrace
SW 174th Ave
SW 174th Terrace
SW 175th Ave
SW 175th Terrace
SW 176th Ave
SW 176th Terrace
SW 177th Ave
SW 177th Terrace
SW 178th Ave
SW 178th Terrace
SW 179th Ave
SW 179th Terrace
SW 180th Ave
SW 180th Terrace
SW 181st Ave
SW 181st Terrace
SW 182nd Ave
SW 182nd Terrace
SW 183rd Ave
SW 183rd Terrace
SW 184th Ave
SW 184th Terrace
SW 185th Ave
SW 185th Terrace
SW 186th Ave
SW 186th Terrace
SW 187th Ave
SW 187th Terrace
SW 188th Ave
SW 188th Terrace
SW 189th Ave
SW 189th Terrace
SW 190th Ave
SW 190th Terrace
SW 191st Ave
SW 191st Terrace
SW 192nd Ave
SW 192nd Terrace
SW 193rd Ave
SW 193rd Terrace
SW 194th Ave
SW 194th Terrace
SW 195th Ave
SW 195th Terrace
SW 196th Ave
SW 196th Terrace
SW 197th Ave
SW 197th Terrace
SW 198th Ave
SW 198th Terrace
SW 199th Ave
SW 199th Terrace
SW 200th Ave
SW 200th Terrace
SW 201st Ave
SW 201st Terrace
SW 202nd Ave
SW 202nd Terrace
SW 203rd Ave
SW 203rd Terrace
SW 204th Ave
SW 204th Terrace
SW 205th Ave
SW 205th Terrace
SW 206th Ave
SW 206th Terrace
SW 207th Ave
SW 207th Terrace
SW 208th Ave
SW 208th Terrace
SW 209th Ave
SW 209th Terrace
SW 210th Ave
SW 210th Terrace
SW 211th Ave
SW 211th Terrace
SW 212th Ave
SW 212th Terrace
SW 213th Ave
SW 213th Terrace
SW 214th Ave
SW 214th Terrace
SW 215th Ave
SW 215th Terrace
SW 216th Ave
SW 216th Terrace
SW 217th Ave
SW 217th Terrace
SW 218th Ave
SW 218th Terrace
SW 219th Ave
SW 219th Terrace
SW 220th Ave
SW 220th Terrace
SW 221st Ave
SW 221st Terrace
SW 222nd Ave
SW 222nd Terrace
SW 223rd Ave
SW 223rd Terrace
SW 224th Ave
SW 224th Terrace
SW 225th Ave
SW 225th Terrace
SW 226th Ave
SW 226th Terrace
SW 227th Ave
SW 227th Terrace
SW 228th Ave
SW 228th Terrace
SW 229th Ave
SW 229th Terrace
SW 230th Ave
SW 230th Terrace
SW 231st Ave
SW 231st Terrace
SW 232nd Ave
SW 232nd Terrace
SW 233rd Ave
SW 233rd Terrace
SW 234th Ave
SW 234th Terrace
SW 235th Ave
SW 235th Terrace
SW 236th Ave
SW 236th Terrace
SW 237th Ave
SW 237th Terrace
SW 238th Ave
SW 238th Terrace
SW 239th Ave
SW 239th Terrace
SW 240th Ave
SW 240th Terrace
SW 241st Ave
SW 241st Terrace
SW 242nd Ave
SW 242nd Terrace
SW 243rd Ave
SW 243rd Terrace
SW 244th Ave
SW 244th Terrace
SW 245th Ave
SW 245th Terrace
SW 246th Ave
SW 246th Terrace
SW 247th Ave
SW 247th Terrace
SW 248th Ave
SW 248th Terrace
SW 249th Ave
SW 249th Terrace
SW 250th Ave
SW 250th Terrace
SW 251st Ave
SW 251st Terrace
SW 252nd Ave
SW 252nd Terrace
SW 253rd Ave
SW 253rd Terrace
SW 254th Ave
SW 254th Terrace
SW 255th Ave
SW 255th Terrace
SW 256th Ave
SW 256th Terrace
SW 257th Ave
SW 257th Terrace
SW 258th Ave
SW 258th Terrace
SW 259th Ave
SW 259th Terrace
SW 260th Ave
SW 260th Terrace
SW 261st Ave
SW 261st Terrace
SW 262nd Ave
SW 262nd Terrace
SW 263rd Ave
SW 263rd Terrace
SW 264th Ave
SW 264th Terrace
SW 265th Ave
SW 265th Terrace
SW 266th Ave
SW 266th Terrace
SW 267th Ave
SW 267th Terrace
SW 268th Ave
SW 268th Terrace
SW 269th Ave
SW 269th Terrace
SW 270th Ave
SW 270th Terrace
SW 271st Ave
SW 271st Terrace
SW 272nd Ave
SW 272nd Terrace
SW 273rd Ave
SW 273rd Terrace
SW 274th Ave
SW 274th Terrace
SW 275th Ave
SW 275th Terrace
SW 276th Ave
SW 276th Terrace
SW 277th Ave
SW 277th Terrace
SW 278th Ave
SW 278th Terrace
SW 279th Ave
SW 279th Terrace
SW 280th Ave
SW 280th Terrace
SW 281st Ave
SW 281st Terrace
SW 282nd Ave
SW 282nd Terrace
SW 283rd Ave
SW 283rd Terrace
SW 284th Ave
SW 284th Terrace
SW 285th Ave
SW 285th Terrace
SW 286th Ave
SW 286th Terrace
SW 287th Ave
SW 287th Terrace
SW 288th Ave
SW 288th Terrace
SW 289th Ave
SW 289th Terrace
SW 290th Ave
SW 290th Terrace
SW 291st Ave
SW 291st Terrace
SW 292nd Ave
SW 292nd Terrace
SW 293rd Ave
SW 293rd Terrace
SW 294th Ave
SW 294th Terrace
SW 295th Ave
SW 295th Terrace
SW 296th Ave
SW 296th Terrace
SW 297th Ave
SW 297th Terrace
SW 298th Ave
SW 298th Terrace
SW 299th Ave
SW 299th Terrace
SW 300th Ave
SW 300th Terrace
SW 301st Ave
SW 301st Terrace
SW 302nd Ave
SW 302nd Terrace
SW 303rd Ave
SW 303rd Terrace
SW 304th Ave
SW 304th Terrace
SW 305th Ave
SW 305th Terrace
SW 306th Ave
SW 306th Terrace
SW 307th Ave
SW 307th Terrace
SW 308th Ave
SW 308th Terrace
SW 309th Ave
SW 309th Terrace
SW 310th Ave
SW 310th Terrace
SW 311th Ave
SW 311th Terrace
SW 312th Ave
SW 312th Terrace
SW 313th Ave
SW 313th Terrace
SW 314th Ave
SW 314th Terrace
SW 315th Ave
SW 315th Terrace
SW 316th Ave
SW 316th Terrace
SW 317th Ave
SW 317th Terrace
SW 318th Ave
SW 318th Terrace
SW 319th Ave
SW 319th Terrace
SW 320th Ave
SW 320th Terrace
SW 321st Ave
SW 321st Terrace
SW 322nd Ave
SW 322nd Terrace
SW 323rd Ave
SW 323rd Terrace
SW 324th Ave
SW 324th Terrace
SW 325th Ave
SW 325th Terrace
SW 326th Ave
SW 326th Terrace
SW 327th Ave
SW 327th Terrace
SW 328th Ave
SW 328th Terrace
SW 329th Ave
SW 329th Terrace
SW 330th Ave
SW 330th Terrace
SW 331st Ave
SW 331st Terrace
SW 332nd Ave
SW 332nd Terrace
SW 333rd Ave
SW 333rd Terrace
SW 334th Ave
SW 334th Terrace
SW 335th Ave
SW 335th Terrace
SW 336th Ave
SW 336th Terrace
SW 337th Ave
SW 337th Terrace
SW 338th Ave
SW 338th Terrace
SW 339th Ave
SW 339th Terrace
SW 340th Ave
SW 340th Terrace
SW 341st Ave
SW 341st Terrace
SW 342nd Ave
SW 342nd Terrace
SW 343rd Ave
SW 343rd Terrace
SW 344th Ave
SW 344th Terrace
SW 345th Ave
SW 345th Terrace
SW 346th Ave
SW 346th Terrace
SW 347th Ave
SW 347th Terrace
SW 348th Ave
SW 348th Terrace
SW 349th Ave
SW 349th Terrace
SW 350th Ave
SW 350th Terrace
SW 351st Ave
SW 351st Terrace
SW 352nd Ave
SW 352nd Terrace
SW 353rd Ave
SW 353rd Terrace
SW 354th Ave
SW 354th Terrace
SW 355th Ave
SW 355th Terrace
SW 356th Ave
SW 356th Terrace
SW 357th Ave
SW 357th Terrace
SW 358th Ave
SW 358th Terrace
SW 359th Ave
SW 359th Terrace
SW 360th Ave
SW 360th Terrace
SW 361st Ave
SW 361st Terrace
SW 362nd Ave
SW 362nd Terrace
SW 363rd Ave
SW 363rd Terrace
SW 364th Ave
SW 364th Terrace
SW 365th Ave
SW 365th Terrace
SW 366th Ave
SW 366th Terrace
SW 367th Ave
SW 367th Terrace
SW 368th Ave
SW 368th Terrace
SW 369th Ave
SW 369th Terrace
SW 370th Ave
SW 370th Terrace
SW 371st Ave
SW 371st Terrace
SW 372nd Ave
SW 372nd Terrace
SW 373rd Ave
SW 373rd Terrace
SW 374th Ave
SW 374th Terrace
SW 375th Ave
SW 375th Terrace
SW 376th Ave
SW 376th Terrace
SW 377th Ave
SW 377th Terrace
SW 378th Ave
SW 378th Terrace
SW 379th Ave
SW 379th Terrace
SW 380th Ave
SW 380th Terrace
SW 381st Ave
SW 381st Terrace
SW 382nd Ave
SW 382nd Terrace
SW 383rd Ave
SW 383rd Terrace
SW 384th Ave
SW 384th Terrace
SW 385th Ave
SW 385th Terrace
SW 386th Ave
SW 386th Terrace
SW 387th Ave
SW 387th Terrace
SW 388th Ave
SW 388th Terrace
SW 389th Ave
SW 389th Terrace
SW 390th Ave
SW 390th Terrace
SW 391st Ave
SW 391st Terrace
SW 392nd Ave
SW 392nd Terrace
SW 393rd Ave
SW 393rd Terrace
SW 394th Ave
SW 394th Terrace
SW 395th Ave
SW 395th Terrace
SW 396th Ave
SW 396th Terrace
SW 397th Ave
SW 397th Terrace
SW 398th Ave
SW 398th Terrace
SW 399th Ave
SW 399th Terrace
SW 400th Ave
SW 400th Terrace
SW 401st Ave
SW 401st Terrace
SW 402nd Ave
SW 402nd Terrace
SW 403rd Ave
SW 403rd Terrace
SW 404th Ave
SW 404th Terrace
SW 405th Ave
SW 405th Terrace
SW 406th Ave
SW 406th Terrace
SW 407th Ave
SW 407th Terrace
SW 408th Ave
SW 408th Terrace
SW 409th Ave
SW 409th Terrace
SW 410th Ave
SW 410th Terrace
SW 411th Ave
SW 411th Terrace
SW 412th Ave
SW 412th Terrace
SW 413th Ave
SW 413th Terrace
SW 414th Ave
SW 414th Terrace
SW 415th Ave
SW 415th Terrace
SW 416th Ave
SW 416th Terrace
SW 417th Ave
SW 417th Terrace
SW 418th Ave
SW 418th Terrace
SW 419th Ave
SW 419th Terrace
SW 420th Ave
SW 420th Terrace
SW 421st Ave
SW 421st Terrace
SW 422nd Ave
SW 422nd Terrace
SW 423rd Ave
SW 423rd Terrace
SW 424th Ave
SW 424th Terrace
SW 425th Ave
SW 425th Terrace
SW 426th Ave
SW 426th Terrace
SW 427th Ave
SW 427th Terrace
SW 428th Ave
SW 428th Terrace
SW 429th Ave
SW 429th Terrace
SW 430th Ave
SW 430th Terrace
SW 431st Ave
SW 431st Terrace
SW 432nd Ave
SW 432nd Terrace
SW 433rd Ave
SW 433rd Terrace
SW 434th Ave
SW 434th Terrace
SW 435th Ave
SW 435th Terrace
SW 436th Ave
SW 436th Terrace
SW 437th Ave
SW 437th Terrace
SW 438th Ave
SW 438th Terrace
SW 439th Ave
SW 439th Terrace
SW 440th Ave
SW 440th Terrace
SW 441st Ave
SW 441st Terrace
SW 442nd Ave
SW 442nd Terrace
SW 443rd Ave
SW 443rd Terrace
SW 444th Ave
SW 444th Terrace
SW 445th Ave
SW 445th Terrace
SW 446th Ave
SW 446th Terrace
SW 447th Ave
SW 447th Terrace
SW 448th Ave
SW 448th Terrace
SW 449th Ave
SW 449th Terrace
SW 450th Ave
SW 450th Terrace
SW 451st Ave
SW 451st Terrace
SW 452nd Ave
SW 452nd Terrace
SW 453rd Ave
SW 453rd Terrace
SW 454th Ave
SW 454th Terrace
SW 455th Ave
SW 455th Terrace
SW 456th Ave
SW 456th Terrace
SW 457th Ave
SW 457th Terrace
SW 458th Ave
SW 458th Terrace
SW 459th Ave
SW 459th Terrace
SW 460th Ave
SW 460th Terrace
SW 461st Ave
SW 461st Terrace
SW 462nd Ave
SW 462nd Terrace
SW 463rd Ave
SW 463rd Terrace
SW 464th Ave
SW 464th Terrace
SW 465th Ave
SW 465th Terrace
SW 466th Ave
SW 466th Terrace
SW 467th Ave
SW 467th Terrace
SW 468th Ave
SW 468th Terrace
SW 469th Ave
SW 469th Terrace
SW 470th Ave
SW 470th Terrace
SW 471st Ave
SW 471st Terrace
SW 472nd Ave
SW 472nd Terrace
SW 473rd Ave
SW 473rd Terrace
SW 474th Ave
SW 474th Terrace
SW 475th Ave
SW 475th Terrace
SW 476th Ave
SW 476th Terrace
SW 477th Ave
SW 477th Terrace
SW 478th Ave
SW 478th Terrace
SW 479th Ave
SW 479th Terrace
SW 480th Ave
SW 480th Terrace
SW 481st Ave
SW 481st Terrace
SW 482nd Ave
SW 482nd Terrace
SW 483rd Ave
SW 483rd Terrace
SW 484th Ave
SW 484th Terrace
SW 485th Ave
SW 485th Terrace
SW 486th Ave
SW 486th Terrace
SW 487th Ave
SW 487th Terrace
SW 488th Ave
SW 488th Terrace
SW 489th Ave
SW 489th Terrace
SW 490th Ave
SW 490th Terrace
SW 491st Ave
SW 491st Terrace
SW 492nd Ave
SW 492nd Terrace
SW 493rd Ave
SW 493rd Terrace
SW 494th Ave
SW 494th Terrace
SW 495th Ave
SW 495th Terrace
SW 496th Ave
SW 496th Terrace
SW 497th Ave
SW 497th Terrace
SW 498th Ave
SW 498th Terrace
SW 499th Ave
SW 499th Terrace
SW 500th Ave
SW 500th Terrace
SW 501st Ave
SW 501st Terrace
SW 502nd Ave
SW 502nd Terrace
SW 503rd Ave
SW 503rd Terrace
SW 504th Ave
SW 504th Terrace
SW 505th Ave
SW 505th Terrace
SW 506th Ave
SW 506th Terrace
SW 507th Ave
SW 507th Terrace
SW 508th Ave
SW 508th Terrace
SW 509th Ave
SW 509th Terrace
SW 510th Ave
SW 510th Terrace
SW 511th Ave
SW 511th Terrace
SW 512th Ave
SW 512th Terrace
SW 513th Ave
SW 513th Terrace
SW 514th Ave
SW 514th Terrace
SW 515th Ave
SW 515th Terrace
SW 516th Ave
SW 516th Terrace
SW 517th Ave
SW 517th Terrace
SW 518th Ave
SW 518th Terrace
SW 519th Ave
SW 519th Terrace
SW 520th Ave
SW 520th Terrace
SW 521st Ave
SW 521st Terrace
SW 522nd Ave
SW 522nd Terrace
SW 523rd Ave
SW 523rd Terrace
SW 524th Ave
SW 524th Terrace
SW 525th Ave
SW 525th Terrace
SW 526th Ave
SW 526th Terrace
SW 527th Ave
SW 527th Terrace
SW 528th Ave
SW 528th Terrace
SW 529th Ave
SW 529th Terrace
SW 530th Ave
SW 530th Terrace
SW 531st Ave
SW 531st Terrace
SW 532nd Ave
SW 532nd Terrace
SW 533rd Ave
SW 533rd Terrace
SW 534th Ave
SW 534th Terrace
SW 535th Ave
SW 535th Terrace
SW 536th Ave
SW 536th Terrace
SW 537th Ave
SW 537th Terrace
SW 538th Ave
SW 538th Terrace
SW 539th Ave
SW 539th Terrace
SW 540th Ave
SW 540th Terrace
SW 541st Ave
SW 541st Terrace
SW 542nd Ave
SW 542nd Terrace
SW 543rd Ave
SW 543rd Terrace
SW 544th Ave
SW 544th Terrace
SW 545th Ave
SW 545th Terrace
SW 546th Ave
SW 546th Terrace
SW 547th Ave
SW 547th Terrace
SW 548th Ave
SW 548th Terrace
SW 549th Ave
SW 549th Terrace
SW 550th Ave
SW 550th Terrace
SW 551st Ave
SW 551st Terrace
SW 552nd Ave
SW 552nd Terrace
SW 553rd Ave
SW 553rd Terrace
SW 554th Ave
SW 554th Terrace
SW 555th Ave
SW 555th Terrace
SW 556th Ave
SW 556th Terrace
SW 557th Ave
SW 557th Terrace
SW 558th Ave
SW 558th Terrace
SW 559th Ave
SW 559th Terrace
SW 560th Ave
SW 560th Terrace
SW 561st Ave
SW 561st Terrace
SW 562nd Ave
SW 562nd Terrace
SW 563rd Ave
SW 563rd Terrace
SW 564th Ave
SW 564th Terrace
SW 565th Ave
SW 565th Terrace
SW 566th Ave
SW 566th Terrace
SW 567th Ave
SW 567th Terrace
SW 568th Ave
SW 568th Terrace
SW 569th Ave
SW 569th Terrace
SW 570th Ave
SW 570th Terrace
SW 571st Ave
SW 571st Terrace
SW 572nd Ave
SW 572nd Terrace
SW 573rd Ave
SW 573rd Terrace
SW 574th Ave
SW 574th Terrace
SW 575th Ave
SW 575th Terrace
SW 576th Ave
SW 576th Terrace
SW 577th Ave
SW 577th Terrace
SW 578th Ave
SW 578th Terrace
SW 579th Ave
SW 579th Terrace
SW 580th Ave
SW 580th Terrace
SW 581st Ave
SW 581st Terrace
SW 582nd Ave
SW 582nd Terrace
SW 583rd Ave
SW 583rd Terrace
SW 584th Ave
SW 584th Terrace
SW 585th Ave
SW 585th Terrace
SW 586th Ave
SW 586th Terrace
SW 587th Ave
SW 587th Terrace
SW 588th Ave
SW 588th Terrace
SW 589th Ave
SW 589th Terrace
SW 590th Ave
SW 590th Terrace
SW 591st Ave
SW 591st Terrace
SW 592nd Ave
SW 592nd Terrace
SW 593rd Ave
SW 593rd Terrace
SW 594th Ave
SW 594th Terrace
SW 595th Ave
SW 595th Terrace
SW 596th Ave
SW 596th Terrace
SW 597th Ave
SW 597th Terrace
SW 598th Ave
SW 598th Terrace
SW 599th Ave
SW 599th Terrace
SW 600th Ave
SW 600th Terrace
SW 601st Ave
SW 601st Terrace
SW 602nd Ave
SW 602nd Terrace
SW 603rd Ave
SW 603rd Terrace
SW 604th Ave
SW 604th Terrace
SW 605th Ave
SW 605th Terrace
SW 606th Ave
SW 606th Terrace
SW 607th Ave
SW 607th Terrace
SW 608th Ave
SW 608th Terrace
SW 609th Ave
SW 609th Terrace
SW 610th Ave
SW 610th Terrace
SW 611th Ave
SW 611th Terrace
SW 612th Ave
SW 612th Terrace
SW 613th Ave
SW 613th Terrace
SW 614th Ave
SW 614th Terrace
SW 615th Ave
SW 615th Terrace
SW 616th Ave
SW 616th Terrace
SW 617th Ave
SW 617th Terrace
SW 618th Ave
SW 618th Terrace
SW 619th Ave
SW 619th Terrace
SW 620th Ave
SW 620th Terrace
SW 621st Ave
SW 621st Terrace
SW 622nd Ave
SW 622nd Terrace
SW 623rd Ave
SW 623rd Terrace
SW 624th Ave
SW 624th Terrace
SW 625th Ave
SW 625th Terrace
SW 626th Ave
SW 626th Terrace
SW 627th Ave
SW 627th Terrace
SW 628th Ave
SW 628th Terrace
SW 629th Ave
SW 629th Terrace
SW 630th Ave
SW 630th Terrace
SW 631st Ave
SW 631st Terrace
SW 632nd Ave
SW 632nd Terrace
SW 633rd Ave
SW 633rd Terrace
SW 634th Ave
SW 634th Terrace
SW 635th Ave
SW 635th Terrace
SW 636th Ave
SW 636th Terrace
SW 637th Ave
SW 637th Terrace
SW 638th Ave
SW 638th Terrace
SW 639th Ave
SW 639th Terrace
SW 640th Ave
SW 640th Terrace
SW 641st Ave
SW 641st Terrace
SW 642nd Ave
SW 642nd Terrace
SW 643rd Ave
SW 643rd Terrace
SW 644th Ave
SW 644th Terrace
SW 645th Ave
SW 645th Terrace
SW 646th Ave
SW 646th Terrace
SW 647th Ave
SW 647th Terrace
SW 648th Ave
SW 648th Terrace
SW 649th Ave
SW 649th Terrace
SW 650th Ave
SW 650th Terrace
SW 651st Ave
SW 651st Terrace
SW 652nd Ave
SW 652nd Terrace
SW 653rd Ave
SW 653rd Terrace
SW 654th Ave
SW 654th Terrace
SW 655th Ave
SW 655th Terrace
SW 656th Ave
SW 656th Terrace
SW 657th Ave
SW 657th Terrace
SW 658th Ave
SW 658th Terrace
SW 659th Ave
SW 659th Terrace
SW 660th Ave
SW 660th Terrace
SW 661st Ave
SW 661st Terrace
SW 662nd Ave
SW 662nd Terrace
SW 663rd Ave
SW 663rd Terrace
SW 664th Ave
SW 664th Terrace
SW 665th Ave
SW 665th Terrace
SW 666th Ave
SW 666th Terrace
SW 667th Ave
SW 667th Terrace
SW 668th Ave
SW 668th Terrace
SW 669th Ave
SW 669th Terrace
SW 670th Ave
SW 670th Terrace
SW 671st Ave
SW 671st Terrace
SW 672nd Ave
SW 672nd Terrace
SW 673rd Ave
SW 673rd Terrace
SW 674th Ave
SW 674th Terrace
SW 675th Ave
SW 675th Terrace
SW 676th Ave
SW 676th Terrace
SW 677th Ave
SW 677th Terrace
SW 678th Ave
SW 678th Terrace
SW 679th Ave
SW 679th Terrace
SW 680th Ave
SW 680th Terrace
SW 681st Ave
SW 681st Terrace
SW 682nd Ave
SW 682nd Terrace
SW 683rd Ave
SW 683rd Terrace
SW 684th Ave
SW 684th Terrace
SW 685th Ave
SW 685th Terrace
SW 686th Ave
SW 686th Terrace
SW 687th Ave
SW 687th Terrace
SW 688th Ave
SW 688th Terrace
SW 689th Ave
SW 689th Terrace
SW 690th Ave
SW 690th Terrace
SW 691st Ave
SW 691st Terrace
SW 692nd Ave
SW 692nd Terrace
SW 693rd Ave
SW 693rd Terrace
SW 694th Ave
SW 694th Terrace
SW 695th Ave
SW 695th Terrace
SW 696th Ave
SW 696th Terrace
SW 697th Ave
SW 697th Terrace
SW 698th Ave
SW 698th Terrace
SW 699th Ave
SW 699th Terrace
SW 700th Ave
SW 700th Terrace
SW 701st Ave
SW 701st Terrace
SW 702nd Ave
SW 702nd Terrace
SW 703rd Ave
SW 703rd Terrace
SW 704th Ave
SW 704th Terrace
SW 705th Ave
SW 705th Terrace
SW 706th Ave
SW 706th Terrace
SW 707th Ave
SW 707th Terrace
SW 708th Ave
SW 708th Terrace
SW 709th Ave
SW 709th Terrace
SW 710th Ave
SW 710th Terrace
SW 711th Ave
SW 711th Terrace
SW 712th Ave
SW 712th Terrace
SW 713th Ave
SW 713th Terrace
SW 714th Ave
SW 714th Terrace
SW 715th Ave
SW 715th Terrace
SW 716th Ave
SW 716th Terrace
SW 717th Ave
SW 717th Terrace
SW 718th Ave
SW 718th Terrace
SW 719th Ave
SW 719th Terrace
SW 720th Ave
SW 720th Terrace
SW 721st Ave
SW 721st Terrace
SW 722nd Ave
SW 722nd Terrace
SW 723rd Ave
SW 723rd Terrace
SW 724th Ave
SW 724th Terrace
SW 725th Ave
SW 725th Terrace
SW 726th Ave
SW 726th Terrace
SW 727th Ave
SW 727th Terrace
SW 728th Ave
SW 728th Terrace
SW 729th Ave
SW 729th Terrace
SW 730th Ave
SW 730th Terrace
SW 731st Ave
SW 731st Terrace
SW 732nd Ave
SW 732nd Terrace
SW 733rd Ave
SW 733rd Terrace
SW 734th Ave
SW 734th Terrace
SW 735th Ave
SW 735th Terrace
SW 736th Ave
SW 736th Terrace
SW 737th Ave
SW 737th Terrace
SW 738th Ave
SW 738th Terrace
SW 739th Ave
SW 739th Terrace
SW 740th Ave
SW 740th Terrace
SW 741st Ave
SW 741st Terrace
SW 742nd Ave
SW 742nd Terrace
SW 743rd Ave
SW 743rd Terrace
SW 744th Ave
SW 744th Terrace
SW 745th Ave
SW 745th Terrace
SW 746th Ave
SW 746th Terrace
SW 747th Ave
SW 747th Terrace
SW 748th Ave
SW 748th Terrace
SW 749th Ave
SW 749th Terrace
SW 750th Ave
SW 750th Terrace
SW 751st Ave
SW 751st Terrace
SW 752nd Ave
SW 752nd Terrace
SW 753rd Ave
SW 753rd Terrace
SW 754th Ave
SW 754th Terrace
SW 755th Ave
SW 755th Terrace
SW 756th Ave
SW 756th Terrace
SW 757th Ave
SW 757th Terrace
SW 758th Ave
SW 758th Terrace
SW 759th Ave
SW 759th Terrace
SW 760th Ave
SW 760th Terrace
SW 761st Ave
SW 761st Terrace
SW 762nd Ave
SW 762nd Terrace
SW 763rd Ave
SW 763rd Terrace
SW 764th Ave
SW 764th Terrace
SW 765th Ave
SW 765th Terrace
SW 766th Ave
SW 766th Terrace
SW 767th Ave
SW 767th Terrace
SW 768th Ave
SW 768th Terrace
SW 769th Ave
SW 769th Terrace
SW 770th Ave
SW 770th Terrace
SW 771st Ave
SW 771st Terrace
SW 772nd Ave
SW 772nd Terrace
SW 773rd Ave
SW 773rd Terrace
SW 774th Ave
SW 774th Terrace
SW 775th Ave
SW 775th Terrace
SW 776th Ave
SW 776th Terrace
SW 777th Ave
SW 777th Terrace
SW 778th Ave
SW 778th Terrace
SW 779th Ave
SW 779th Terrace
SW 780th Ave
SW 780th Terrace
SW 781st Ave
SW 781st Terrace
SW 782nd Ave
SW 782nd Terrace
SW 783rd Ave
SW 783rd Terrace
SW 784th Ave
SW 784th Terrace
SW 785th Ave
SW 785th Terrace
SW 786th Ave
SW 786th Terrace
SW 787th Ave
SW 787th Terrace
SW 788th Ave
SW 788th Terrace
SW 789th Ave
SW 789th Terrace
SW 790th Ave
SW 790th Terrace
SW 791st Ave
SW 791st Terrace
SW 792nd Ave
SW 792nd Terrace
SW 793rd Ave
SW 793rd Terrace
SW 794th Ave
SW 794th Terrace
SW 795th Ave
SW 795th Terrace
SW 796th Ave
SW 796th Terrace
SW 797th Ave
SW 797th Terrace
SW 798th Ave
SW 798th Terrace
SW 799th Ave
SW 799th Terrace
SW 800th Ave
SW 800th Terrace
SW 801st Ave
SW 801st Terrace
SW 802nd Ave
SW 802nd Terrace
SW 803rd Ave
SW 803rd Terrace
SW 804th Ave
SW 804th Terrace
SW 805th Ave
SW 805th Terrace
SW 806th Ave
SW 806th Terrace
SW 807th Ave
SW 807th Terrace
SW 808th Ave
SW 808th Terrace
SW 809th Ave
SW 809th Terrace
SW 810th Ave
SW 810th Terrace
SW 811th Ave
SW 811th Terrace
SW 812th Ave
SW 812th Terrace
SW 813th Ave
SW 813th Terrace
SW 814th Ave
SW 814th Terrace
SW 815th Ave
SW 815th Terrace
SW 816th Ave
SW 816th Terrace
SW 817th Ave
SW 817th Terrace
SW 818th Ave
SW 818th Terrace
SW 819th Ave
SW 819th Terrace
SW 820th Ave
SW 820th Terrace
SW 821st Ave
SW 821st Terrace
SW 822nd Ave
SW 822nd Terrace
SW 823rd Ave
SW 823rd Terrace
SW 824th Ave
SW 824th Terrace
SW 825th Ave
SW 825th Terrace
SW 826th Ave
SW 826th Terrace
SW 827th Ave
SW 827th Terrace
SW 828th Ave
SW 828th Terrace
SW 829th Ave
SW 829th Terrace
SW 830th Ave
SW 830th Terrace
SW 831st Ave
SW 831st Terrace
SW 832nd Ave
SW 832nd Terrace
SW 833rd Ave
SW 833rd Terrace
SW 834th Ave
SW 834th Terrace
SW 835th Ave
SW 835th Terrace
SW 836th Ave
SW 836th Terrace
SW 837th Ave
SW 837th Terrace
SW 838th Ave
SW 838th Terrace
SW 839th Ave
SW 839th Terrace
SW 840th Ave
SW 840th Terrace
SW 841st Ave
SW

TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 9JK698 – SW Terrace
Aerial Map of Vicinity

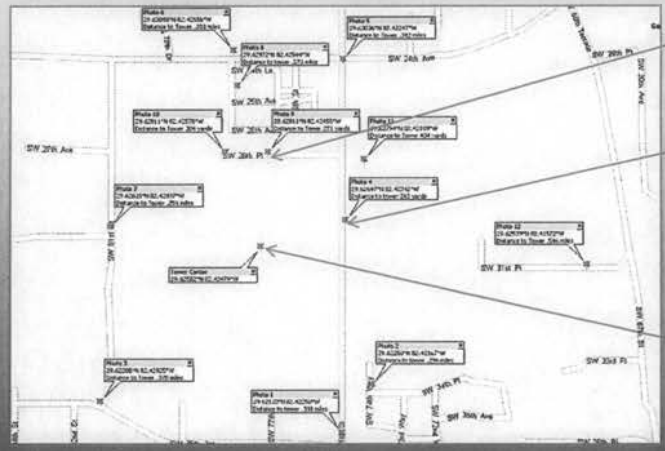


Photo Location #9

Photo Location #4

Proposed Tower Center

A total of 12 photos were taken, but the proposed tower is only visible from locations #4 and #9

TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 9JK698 – SW Terrace
Balloon Visible at 130'

Photo Location #4

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 9JK698 – SW Terrace
Simulated 130' Unipole

Photo Location #4

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 9JK698 – SW Terrace
Balloon Visible at 130'

Photo Location #9

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 9JK698 – SW Terrace
Simulated 130' Unipole

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 1 balloon not visible

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 2 Balloon not visible

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 3 Balloon not visible

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location #5 Balloon not visible

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 6 balloon not visible

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 7 Balloon not visible

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 8 Balloon not visible

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 10 Balloon visible

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 11 Balloon not visible

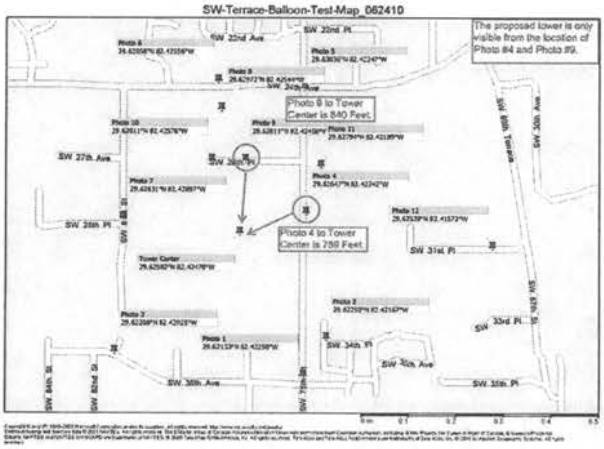
www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 12 Balloon not visible

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location reference



TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo Simulation Methodology

The process used to generate this photo simulation is a quantitative approach, which precisely creates the effect or anticipated visual impact of the proposed tall structure.

The computations utilized to prepare the simulation are based on the theory of photogrammetry, which is the science of measurement by means of photographs. The scale and position of the objects in the photographs vary according to the distance and the position of the corresponding actual objects relative to the camera. The photogrammetric relationship between height and distance is an inverse proportionate relationship.

When necessary, both horizontal and oblique photographs are utilized to control the accurate placement of the simulated tall structure within the target photograph. The height of the proposed tall structure in the target photograph is based on the data obtained from the balloon test performed at the proposed site.

The procedure utilized to produce our photo simulation is listed below:

Reference photographs are taken of the existing similar tall structure with a known or measured height, at a known distance from the tall structure.

The photographs are taken of the proposed tall structure s location during the balloon test from various points of interest. A GPS unit is used to determine the distance from the camera to the proposed tall structure location.

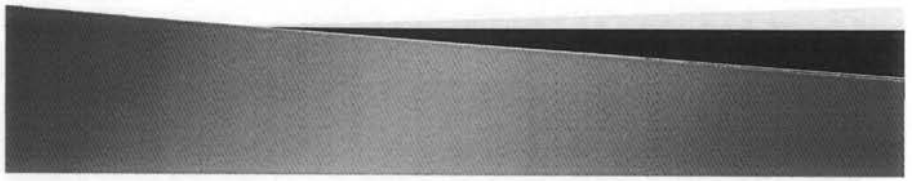
The photographs are up loaded into an image editing program, which is utilized to generate the photo simulation.

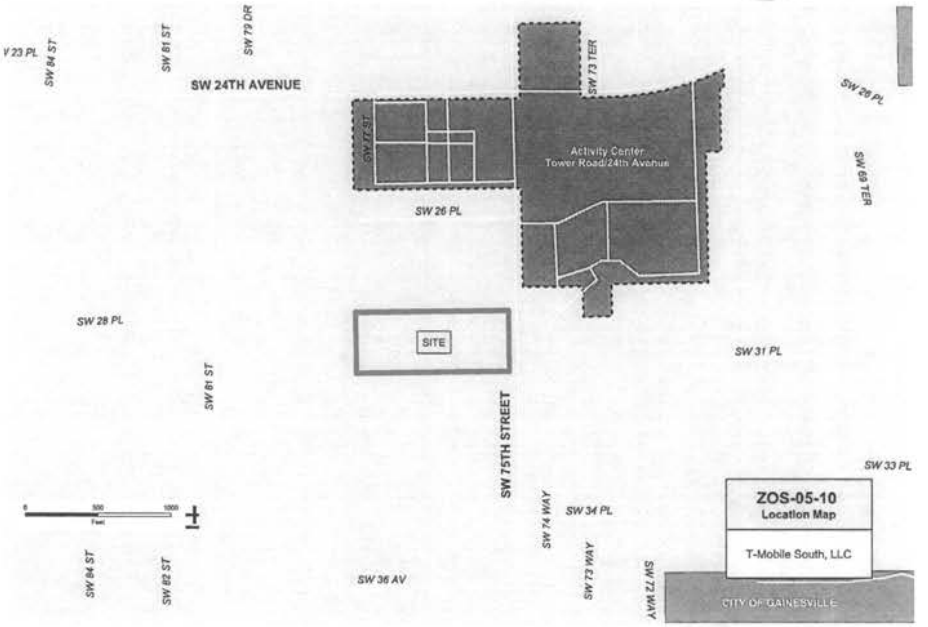
Based on the reference photograph and the target photograph intelligence, the pictorial height and the placement of the simulated tall structure is calculated and placed within the target photograph.

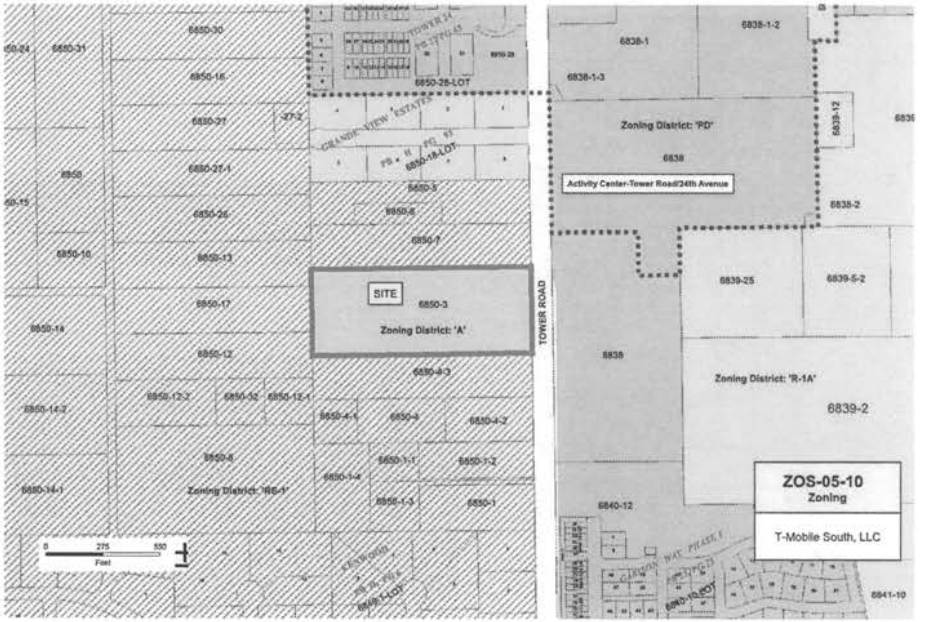
All target photographs are printed and checked utilizing a direct scale method.

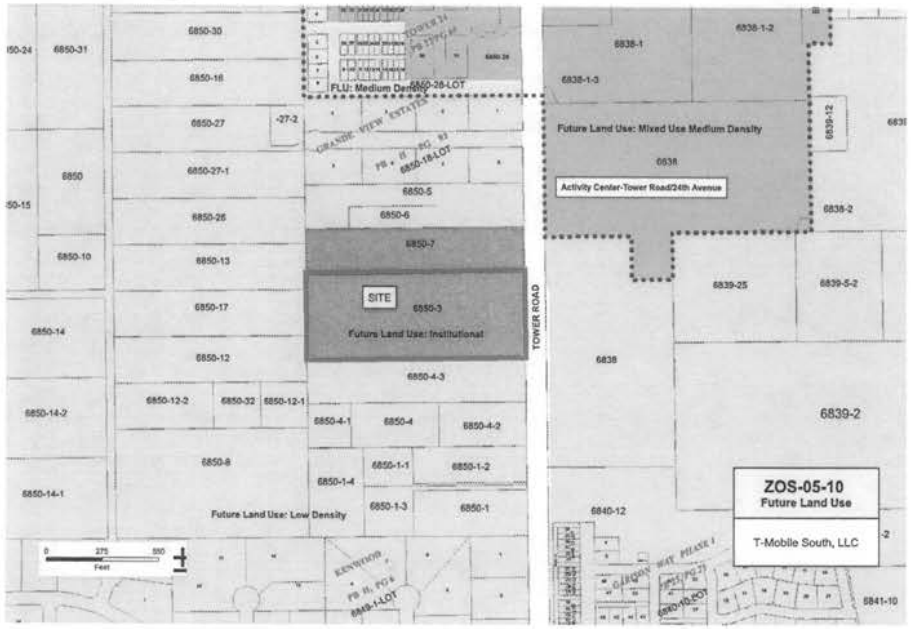
ZOS-05-10
A Special Use Permit Request for a 130 foot Unipole Personal Wireless Service Facility

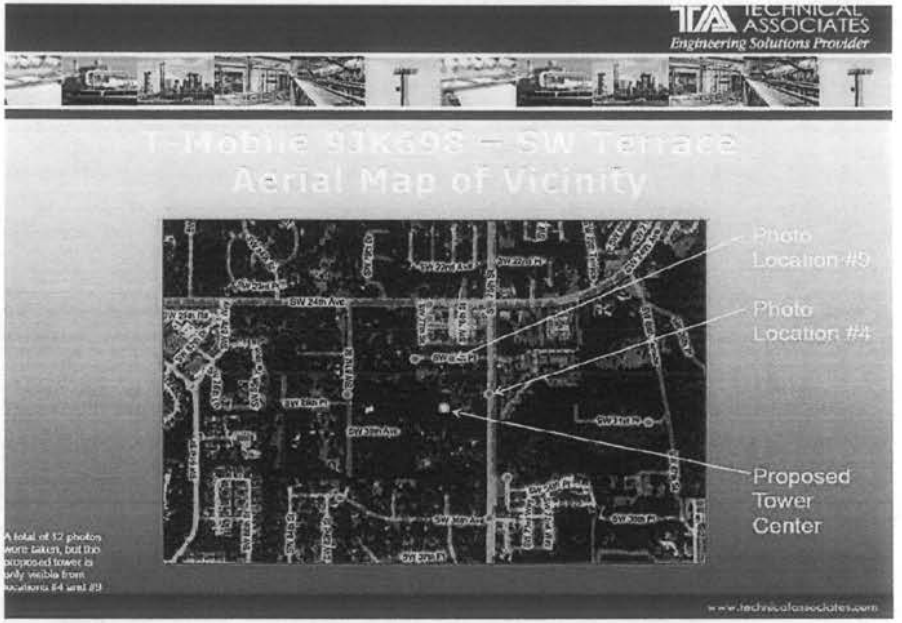
Alachua County Board of County Commissioners
June 28, 2011

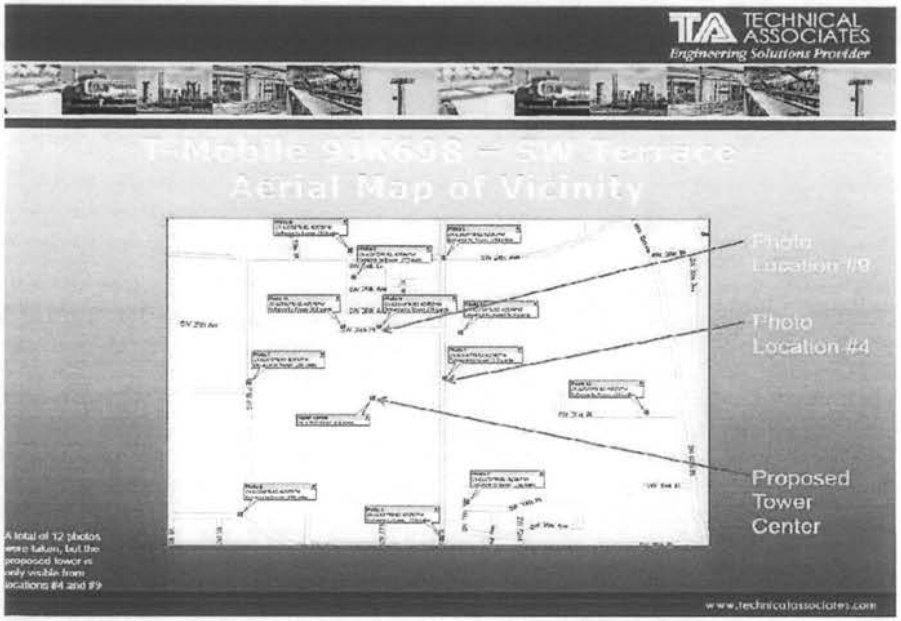







6850-30
6850-16
6850-27
6850-27-1
6850-26
6850-13
6850-17
6850-12
6850-4-3
6850-12-2
6850-32
6850-12-1
6850-4-1
6850-4
6850-4-2
6850-8
6850-1-1
6850-1-2
6850-1-4
6850-1-3
6850-1
6850-5
6850-6
6850-7
SITE
6850-3
Future Land Use: Institutional
Future Land Use: Low Density
FLU: Medium Density
Future Land Use: Mixed Use Medium Density
Activity Center-Tower Road/24th Avenue
TOWER ROAD
6838-1
6838-1-3
6838-1-2
6838
6838-2
6839-25
6839-5-2
6839-2
6840-12
6841-10
ZOS-05-10
Future Land Use
T-Mobile South, LLC
Feet


TECHNICAL ASSOCIATES
Engineering Solutions Provider
T-Mobile 93K698 – SW Terrace
Aerial Map of Vicinity
Photo Location #9
Photo Location #4
Proposed Tower Center
A total of 12 photos were taken, but the proposed tower is only visible from locations #4 and #9
www.technicalassociates.com


TECHNICAL ASSOCIATES
Engineering Solutions Provider
T-Mobile 93K698 – SW Terrace
Aerial Map of Vicinity
Photo Location #9
Photo Location #4
Proposed Tower Center
A total of 12 photos were taken, but the proposed tower is only visible from locations #4 and #9
www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider
T-Mobile 93K698 – SW Terrace
Balloon Visible at 130'
Photo Location #4
www.technicalassociates.com

TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 93K698 – SW Terrace
Simulated 130' Unipole

www.technicalassociates.com

TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 93K698 – SW Terrace
Balloon Visible at 130'

www.technicalassociates.com

TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 93K698 – SW Terrace
Simulated 130' Unipole

www.technicalassociates.com

TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 1 balloon not visible

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 2 Balloon not visible

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 3 Balloon not visible

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location #5 Balloon not visible

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 6 balloon not visible

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 7 Balloon not visible

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 6 Balloon not visible

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

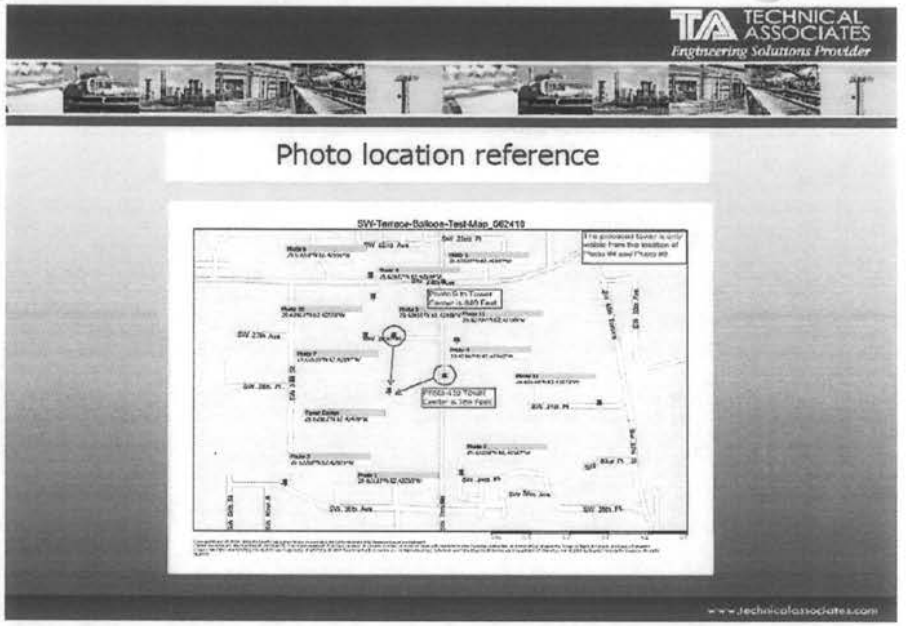
Photo location # 10 Balloon visible

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 11 Balloon not visible

www.technicalassociates.com



Comprehensive Plan Consistency

- Future Land Use Element
  - Policy 5.1.2 Institutional Use
  - Policy 5.2.1 Location and Compatibility of Institutional Uses
  - Objective 5.5 Minimizing adverse visual impacts of institutional uses
  - Policy 5.8 Personal Wireless Service Facilities
  - Policy 7.1.2 Implementation – Proposed changes in the zoning map
- Capital Improvements Element
  - Policies 1.2.4 and 1.2.5 Levels of Service

Land Development Regulations

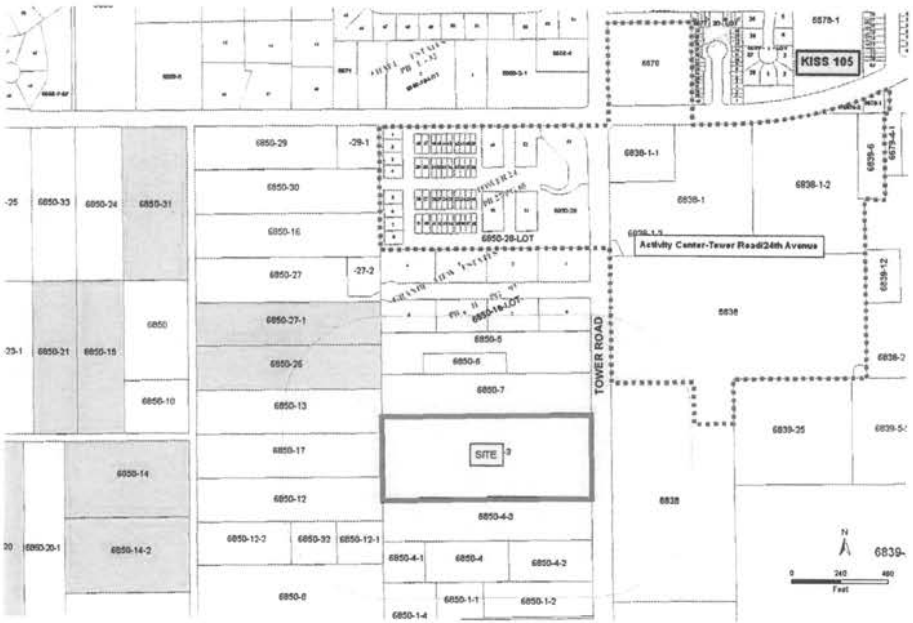
- Chapter 404, Section 404.54 PWSF Standards
  - Location
  - Design
  - Development Standards
- Chapter 402 Section 402.124 Criteria for Approval of Special Use Permits

RF Analysis

- Two analyses
  - October 18, 2011
    - Possible alternate site .53 miles away (Gillen Broadcasting Tower)
    - Request applicant to submit technical analysis of indicating whether Gillen tower is acceptable
    - Otherwise, no reason for objection to request

Second RF Analysis

- November 2, 2010
  - In response to question of lowest height possible
  - Tree height clearance should be at least 15- 20 feet
  - If tree heights are at 60 ft, 90 ft. is recommended height
- Tree Survey from Applicant
  - Shows heights at 80 - 100 ft.



Recommendation

- Approve ZOS-05-10

June 28, 2011 Regular BoCC Meeting
Agenda Item #23

Title
Preliminary Development Plan 23 West Traditional Neighborhood Development (Amended)

Amount
N/A

Description
Request Approval of a phased Traditional Neighborhood Development containing 174 residential units and 94,800sf of non-residential gross floor area

Recommendation
Approval of Preliminary Development Plan for 23 West TND Approval of Multi-Modal Transportation Mitigation Agreement for 23 West TND

Alternative(s)
Denial of the Preliminary Development Plan for 23 West TND Denial of the Multi-Modal Transportation Mitigation Agreement for 23 West TND

Requested By
Christine Berish

Originating Department
Growth Management

Attachment(s) Description
1. 23 West Aerial 2. 23 West Location 3. Preliminary Staff Report 4. 23 West Master Plan 5. 23 West Tree Protection 6. 23 West Open Space 7. 23 West Transportation 8. MMTM Agreement 9. 23 West Cover Sheet 10. 23 West powerpoint

Documents Requiring Action
Multi-Modal Transportation Mitigation Agreement for 23 West TND

Executive Summary
The preliminary development plan consists of a phased Traditional Neighborhood Development containing a compact mixed use development with associated infrastructure and open space. The residential portion of the proposed development at full build out will consist of 174 residential units to include single-family detached, single-family attached, apartments, flats, lofts, studios, city homes, townhomes, lodging, assisted and congregate care living facilities. In addition, the proposed development allows for up to 94,800 square feet of non-residential gross floor area which may consist of retail, office, limited industrial, recreation and civic uses.

Background
The proposed development exceeds the threshold established in Unified Land Development Code (ULDC) Section 402.44 for review by the Development Review Committee. Therefore, the Preliminary Development Plan requires approval by the Board of County Commissioners (BOCC).

Issues

The Board of County Commissioners must determine that the proposed Traditional Neighborhood Development is consistent with the Comprehensive Plan and the Unified Land Development Code. The Board of County Commissioners has the authority to approve the reviewed Traditional Neighborhood Development per ULDC 401.02(e)12. The applicant has chosen to satisfy their transportation concurrency obligations by entering into a Multi-Modal Transportation Mitigation Agreement with the County per ULDC 407.125.3.

Fiscal Recommendation
na

Fiscal Alternative(s)
na

Funding Sources
na

Account Code(s)
na

Attachment: 23_West_Aerial.pdf
Attachment: 23_West_TNDx.pdf
Attachment: 23West_TP.pdf
Attachment: 23 West TND Prel_SR.pdf
Attachment: 23West_Cover.pdf
Attachment: 23West_OS.pdf
Attachment: 23West_Trans.pdf
Attachment: 23West_Master.pdf
Attachment: 23_West_Location.pdf
Attachment: 23WestMMTMSigned.pdf

Alachua County
Development Review Committee
Staff Report

Project Number: 2010051901_P

Preliminary Development Plan Review for 23 West Traditional Neighborhood Development (TND)

SUBJECT: 23 West TND

DESCRIPTION: A phased Traditional Neighborhood Development containing 174 residential dwelling units and 94,800 square feet of non-residential gross floor area

AGENT/APPLICANT: Jarvis & Folsom, Inc.

PROPERTY OWNER: 23 West Partners, LLC

PROPERTY DESCRIPTION:

Location: 2501 NW 98th Street
Parcel Numbers: 06234-000-000
Section/Township/Range: 30/9/19
Land Use: Low Density Residential
Zoning: R-1a
Acreage: 21.76

CHRONOLOGY:

Pre-Application Conference:	5/19/2010
Application Submitted:	8/03/2010
Insufficiency Report Sent:	8/20/2010
Application Resubmitted:	11/04/2010
Minor Comments Provided:	12/06/2010
Application Resubmitted:	3/10/2011
Sufficiency Determination:	4/13/2011
Preliminary Development Plan BoCC Hearing:	6/28/2011

STAFF RECOMMENDATION: **1. Approval of the Preliminary Development Plan and,**
2. Approval of the Multi-Modal Transportation Mitigation Agreement

BoCC Action: **TBD**

Release Date: May 23, 2011

Alachua County
Development Review Committee
Staff Report

DESCRIPTION OF PROPOSED PLAN:

The preliminary development plan consists of a phased Traditional Neighborhood Development containing a compact mixed use development with associated infrastructure and open space. The residential portion of the proposed development at full build out will consist of 174 residential units to include single-family detached, single-family attached, apartments, flats, lofts, studios, city homes, townhomes, lodging, assisted and congregate care living facilities. In addition, the proposed development allows for up to 94,800 square feet of non-residential gross floor area which may consist of retail, office, limited industrial, recreation and civic uses.

The proposed development exceeds the threshold established in Unified Land Development Code (ULDC) Section 402.44 for review by the Development Review Committee. Therefore, the Preliminary Development Plan requires approval by the Board of County Commissioners (BOCC).

CONSISTENCY ANALYSIS:

Following is an analysis of the consistency of the proposed plan with the applicable policies of the Comprehensive Plan and Land Development Regulations.

COMPREHENSIVE PLAN:

FUTURE LAND USE ELEMENT

The subject property is designated Low Density Residential on the Future Land Use Map 2020. Low Density Residential allows residential densities of 1-4 dwelling units per acre (DU/Acre). The proposed development is not required to provide the residential densities based on Policy 1.3.2.1 for the underlying land use designations. The preliminary development plan is required to comply with the policies outlined in Policy 1.6 for Traditional Neighborhood Development.

Policy 1.6.3 states, "Traditional Neighborhood Development shall provide:

a. *A village center, as provided in Policy 1.6.4 and subsequent policies,*
b. *Compact, mixed use development to allow for the internal capture of pedestrian, bicycle and vehicular trips,*
c. *A pedestrian and bicycle friendly environment that encourages walking and bicycling as a primary means of mobility within the development and between adjacent developments,*

d. *A gridded street network that emanates from the village center that allows for multiple route choices, reduces the distance between uses to encourage walking and biking, and connects with adjacent developments,*
e. *Funding for express transit service consistent with the frequency and span of service specified within the Transportation Mobility Element,*
f. *On-street parking and screening of off-street surface parking.*

The proposed preliminary development plan for 23 West TND provides a village center within the entire boundary of the development. The central block and gridded street network will provide a pedestrian and bicycle friendly environment within 23 West as well as opportunities for residents from adjacent subdivisions access the development through multi-use paths and sidewalks. The development includes one large block central to the project with smaller linear blocks along the edges adjacent to the existing subdivisions. The street widths provided will allow for on-street parking to be provided at final. Transit service is not planned for this area of NW 23rd Avenue at this time. The following is an analysis of the residential densities to support the 23 West TND.

Policy 1.6.5.1 states, *"The density for Traditional Neighborhood Developments shall be as follows:*

1. *Within the transit supportive area, minimum of four (4) units per acre, or the minimum density of the underlying land use category, whichever is greater,*
2. *The density for areas outside the transit supportive area shall be consistent with the underlying land use category,*
3. *For TNDs that are not contiguous with a planned Rapid Transit or Express Transit Corridor, an additional four (4) units per acre within the transit supportive area are allowed,*
4. *For TNDs contiguous with a Rapid Transit or Express Transit Corridor, an additional eight (8) units per acre within the village center and six (6) units per acre within the transit supportive outside of the Village Center are not allowed.*

The proposed preliminary development plan for 23 West TND provides for a gross residential density of 8 DU/acre within the 21.76 acre village center. The underlying land use category would allow for a total of 87 dwelling units. The proposed 23 West TND is not contiguous with Rapid Transit or Express Transit Corridors. The village center is considered within the transit supportive area therefore an additional 4 units per acre would be allowed in the village center for a total of 174 residential dwelling units.

Policy 1.6.5.2 states, "To ensure a mixture of uses, the following non-residential square footage (heated and cooled) is required:

1. *Provided at least 10,000 square feet of non-residential square feet of non-residential uses, plus*
2. *A minimum of 50 square feet of non-residential uses for every 1 residential unit.*
3. *A maximum of 200 square feet of non-residential uses for every 1 residential unit shall be allowed.*
4. *For projects that provide 100% of the allowable underlying land use density, an additional 10,000 square feet of non-residential development is allowed with an additional 10,000 square feet of non-residential development allowed for each one (1) unit per acre above the 100% of the underlying land use.*
5. *For projects contiguous with a Rapid Transit or Express Transit Corridor an additional 25,000 square feet of non-residential development is allowed.*
6. *To encourage infill and redevelopment, the square footage of existing non-residential uses may either be utilized to meet the requirements above or be in addition to the above requirements.*

The proposed preliminary development plan for 23 West TND provides for a maximum of 94,800 square feet which includes the minimum 10,000 square feet required, plus an additional 84,800 square feet of non-residential. This additional 84,800 square feet is based on the following:

3. A maximum of 200 square feet of non-residential uses allowed for every 1 residential unit [174du * 200sf = 34,800sf],

4. The project exceeds the100% of the allowable underlying land use density of Low Density Residential (8du/acre) therefore and additional 10, 000 square feet of non-residential is allowed [34,800sf + 10,000sf = 44,800sf]

The 23 West TND preliminary development plan also includes the 10,000 square feet of non-residential for each unit above the 100% of the underlying land use [4du*10,000sf + 44,800sf = 84,800sf].

Therefore the 10,000sf minimum + 84, 800sf = 94,800 square feet total non-residential proposed for 23 West TND is consistent with the policies set forth in Policy 1.6.5.2 for Traditional Neighborhood Developments.

UNIFIED LAND DEVELOPMENT CODE:

ZONING DISTRICT AND USE REGULATIONS

According to Section 403.02.5 for Traditional Neighborhood Developments and Transit Oriented Developments, *"New development within any of the single or multi-family zoning districts, except for RE, shall comply with the following requirements.*

(b) Projects that are not contiguous to a designated Rapid Transit or Express Transit Corridor but contain 300 or more residential units shall be developed as a Traditional Neighborhood Development in accordance with Chapter 407 Article 7 or shall be located within an Activity Center."

The subject property is designated R-1a zoning and is not connected to a Rapid Transit or Express Transit corridor. Although the 23 West TND does not meet the threshold outlined in Section 403.02.5, as stated above in the analysis of the Future Land Use Element, this project proposes the densities and intensities required in Table 407.64.1 to support Traditional Neighborhood Development. Many of the detailed requirements outlined in Chapter 407 Article 7 will be provided as elements of each phase with final development plan. A preliminary analysis of 23 West TND based on Article 7, Chapter 407 is provided later in this report.

According to Section 404.04.5 for Uses within Transit Oriented Developments and Traditional Neighborhood Developments, *"Uses allowed within Transit Oriented Developments and Traditional Neighborhood Developments are listed in the Use Table similar to the Zoning Districts. TND/TND is not a zoning district. Article 7 of Chapter 407 provides further limitations about the location and design of some uses."*

The preliminary development plan identifies residential uses and non-residential uses such as retail, office, and limited industrial. Additional information will be required at the final development plan phase of review to ensure compliance with the uses listed in Article 2 Chapter 404, Use Table.

NATURAL AND HISTORIC RESOURCES PROTECTION

Tree Canopy Preservation

The existing tree canopy for the subject properties covers 19.46 acres of the project area. A minimum of 0.97 acres or 5% of the initial canopy is required to be retained as outlined in Section 406.12(a)(3) of the ULDC. The preliminary development plan provides for 4.09 acres or 19% of the initial canopy to be retained within the open space areas. This amount of existing tree canopy preservation exceeds the 5% preservation required by ULDC 406.12(a)(3). In addition, the applicant is proposing to provide alternative designs such as brick pavers within the on-street parking areas to ensure the heritage trees along NW 98th Street will remain protected.

GENERAL DEVELOPMENT STANDARDS

Parking Standards

No detailed parking calculations are required as an element of the preliminary development plan. ULDC Chapter 407, Article 7 contains specific standards for on-street and off-street parking in a TND that will be evaluated as an element of the final development plan.

Stormwater Management

Detailed stormwater calculations are required as an element of the final development plan. The proposed locations of the stormwater management facilities are appropriate based on topography of the site. All stormwater management facilities within a TND shall be designed to be used as open space areas and meet the requirements of Section 407.56 of Chapter 407.

Water and Wastewater Services

The proposed development is located within the Urban Cluster and Urban Services Boundary and will be required to connect to central water and sewer services provided by Gainesville Regional Utilities.

Alachua County
Development Review Committee
Staff Report

ARTICLE 7 CHAPTER 407 FOR TRADITIONAL NEIGHBORHOOD DEVELOPMENTS AND TRANSIT ORIENTED DEVELOPMENT

Development Concepts 407.63 (see Sheet SP1.00)

(a) ***Central Point***

Each TND or TOD shall have a defined Central Point. The Central Point should be located in a plaza, square, or open space, or be denoted by an architecturally significant feature. Measurements of the size of Village Centers and Transit Supportive Areas shall be measured from the Central Point.

The proposed development provides a Central Point in the Village Center (Sheet SP1.00). The proposed location is not designated as Civic Space or Open Space. Therefore additional information will be required at final development plan review to ensure the Central Point is within a plaza, square of architecturally significant feature.

(b) ***Village Center***

Each TND or TOD shall be designed to include a Village Center that contains the highest densities and intensities of use. The Village Center shall generally extend 1/8 mile from the Central Point and contain a mixture of uses. The Village Center should be designed to provide multiple destinations and to a scale that is comfortable for pedestrians and cyclists.

The proposed development provides a Village Center and is identified on blocks no greater than 1/8th of a mile from the Central Point. The Village Center will provide a mixture of non-residential uses and residential uses to be evaluated in detail per phase as an element of the final development plan review.

(c) **Transit Supportive Area**

The Transit Supportive Area shall generally extend ¼ mile from the Central Point and include the Village Center. The Transit Supportive Area shall provide a scaling of density and intensity from the Village Center to surrounding land uses.

The entire 23 West TND is designated Village Center and is therefore within the ¼ mile from the Central Point.

(d) Common Areas

Each TND or TOD shall be designed to provide common areas in the form of plazas, squares, parks, or other open areas. Pervious portions of common areas may be used to satisfy the requirements of Chapter 407 Article 5 Open Space. Common Areas shall be dispersed throughout the development and shall be designed to a scale appropriate for the surrounding development.

This requirement will be met in the form of 27.76% of open space containing community green spaces, buffers and multi-use paths and stormwater basins. A civic plaza will also be provided within the Village Center.

(e) Transportation Network

The transportation network shall be designed to provide circulation for transit vehicles, automobiles, bicycles, and pedestrians. The transportation network shall provide for multiple points of ingress and egress from developments, provide for connection to adjacent developments, and allow for multiple route choices between locations.

The proposed layout of blocks and streets provide adequate right-of-way widths for circulation of automobiles, bicycle paths, and sidewalks. There is a multi-use path provided along the perimeter of the development that will connect with external and internal sidewalks. There are two points of ingress and egress to the development. There will be a connection to NW 98th Street to the west, and a connection to NW 23rd Avenue to the south.

Open Space 407.70 (see Sheet SP2.00)

The preliminary development plan for 23 West TND provides for 6.12 acres of open space or 28.12% of the project area. This exceeds the 20% minimum outlined in Section 407.70 for Open Space. The designated open space area contains existing tree canopy with many significant heritage trees to be preserved. The open space requirement will be met with community green spaces, stormwater management and landscaped areas as outlined in Section 407.70 of the ULDC.

Civic Space 407.70 (see Sheet SP1.00)

An area designated as Civic Plaza will be located separately from the Central Point and additional information will be required as an element of the final development plan to demonstrate consistency with Section 407.70(b) for Civic Space.

Landscaping 407.70 (see Sheet SP2.00)

All required project buffers have been demonstrated on the proposed preliminary development plan. There is a 25' wide medium density buffer identified along residential properties to the east and north of the 23 West TND. Detailed landscape plans will be required as an element of the final development plan. All TND's and TOD's shall submit a Landscape Plan consistent with Sections 407.41 and 407.42(a) of Article 4 Chapter 407 for Landscaping.

Transportation Analysis

This traffic analysis is provided in support of a Preliminary Development Plan to permit the construction of a traditional neighborhood development (TND) on 21.76 acres that would allow up to 174 residential units that will include apartments, condos and townhomes and 94,816 square feet of non-residential uses with a mixture of office and retail uses. The project is located at the northeast corner of NW 23rd Avenue and NW 98th Street.

The proposed traditional neighborhood development at build-out could generate approximately 2,794 external daily trips; with 138 external AM peak trips and 257 external PM peak trips (Institute of Traffic Engineers (ITE) Trip Generation Manual 8th edition).

The roadways within the projects study area currently operate at an acceptable Level of Service (LOS) based on data from the County's Roadway LOS report. With the addition of traffic from the build out of 23 West, the study area roadways will continue to operate at an acceptable LOS. The areawide analysis of the LOS that is the basis of concurrency inside the urban cluster remains at an acceptable level.

As an element of the Final Development Plan, staff will work with the applicant to determine the final design of the required bicycle/pedestrian improvements, in order to achieve additional shading and buffering from the collector roadway as well as to make a direct connection to the mixed-use portions of the development.

The site is not currently served by transit nor is it on planned express or rapid transit corridor.

Transportation Concurrency and Mitigation

The proposed development is within the Urban Cluster and therefore the applicant has agreed to enter into a Multi-modal Transportation Mitigation agreement with the County per ULDC 407.125.3. The applicant has proposed to mitigate the project's impacts to the transportation system prior to Certificates of Occupancy being issued on the proposed structures as they are constructed.

Site Related Operational and Safety Improvements

The applicant will be required to undertake a more detailed analysis of the project entrances as well as the intersection of NW 23rd Avenue and NW 98th Street as an element of the Final Development Plan Process.

DEVELOPMENT PLAN EXPIRATION:

TNDs may establish a phasing schedule up to 10 years as provided in Section 402.130(b) of the ULDC. The preliminary development plan for 23 West TND provides the current phasing plan proposing a 5 year time frame to build out.

STAFF RECOMMENDATION:

1. Staff recommends **approval** of the Preliminary Development Plan for **23 West Traditional Neighborhood Development (TND),** project number 2010051901_P.

2. Staff recommends **approval** of the Multi-Modal Transportation Mitigation Agreement for 23 West Traditional Neighborhood Development (TND).

Comments for the Final Development Plan:

Environmental Protection Department

1. EPD recommends dispersing the stormwater treatment throughout the site to reduce flooding and sinkhole formation potential.

2. Stormwater management areas shall be designed according to Section 407.56, ULDC.

Public Works

3. Revise the driveway connection to line up with NW 97th Street. Eliminate the second driveway connection. Show the location of NW 97th Street across from this development at the south side of NW 23rd Avenue.

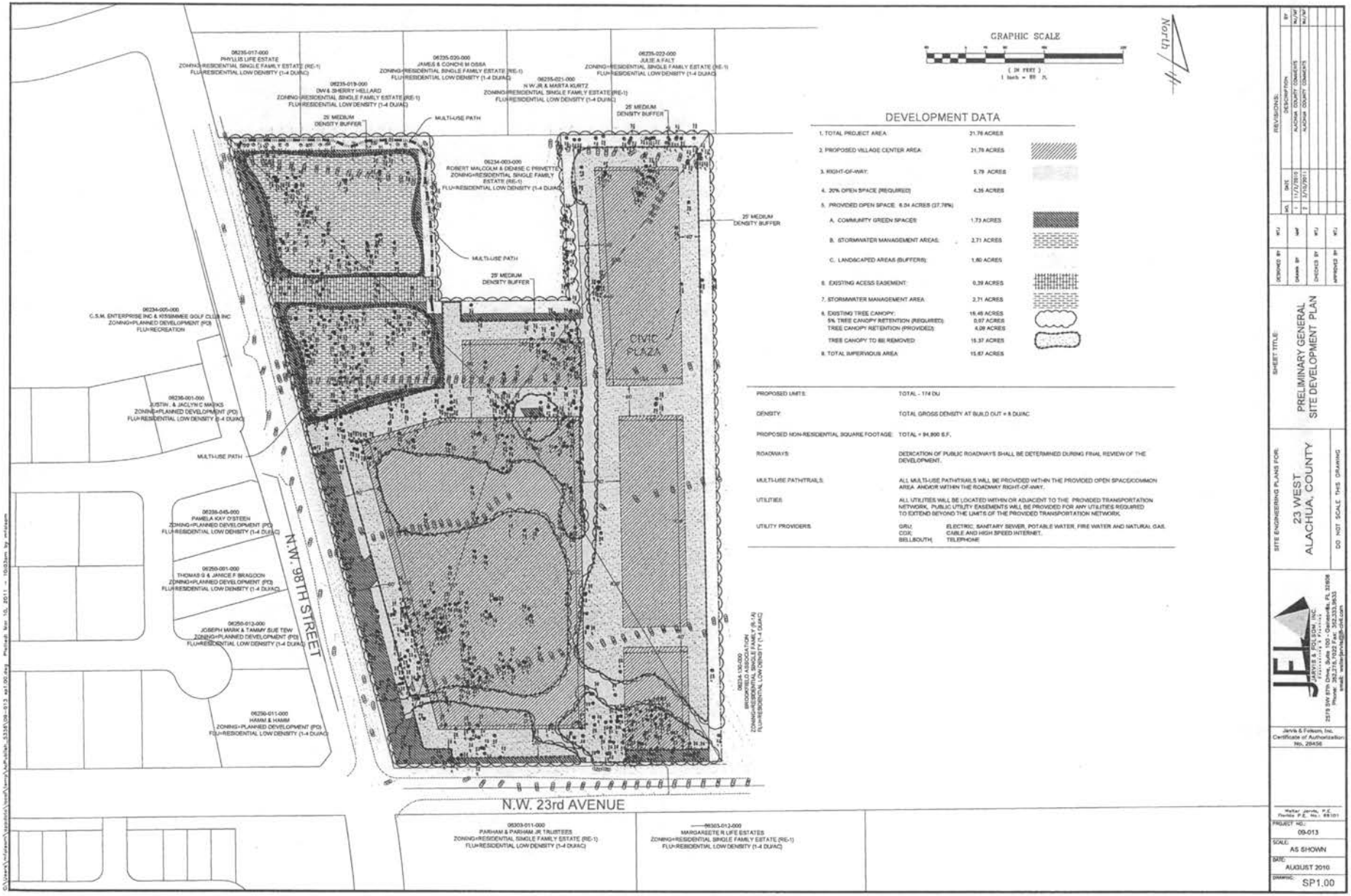
4. With your final submittal please be aware of the following considerations:
   - Provide typical roadway cross sections that show all proposed dimensions, construction materials and utility accommodations. Ensure that these comply with ULDC 407.141, Table 407.141.1 and Table 407.68.4.
   - Indicate all traffic direction patterns within the project. Please especially indicate the direction of all one-way travel and required related signage (one way, do not enter, etc.).
   - Submit a demolition plan that includes the removal of the two existing concrete driveway aprons on NW 23rd Avenue.
   - Ensure that all proper landscaping and buffer requirements are met.
   - Ensure that adequate sight triangles and all clear zones are provided as required by the Florida FDOT "Greenbook".
   - The existing 5' wide sidewalk along NW 23rd doesn't comply with the current width requirements as shown in ULDC 407.142, Table 407.141., nor does it comply with current ADA standards. Multi-use paths must be provided for along NW 98th Street and NW 23rd Avenue. If they are to be located within the road right-of-way, then submission of a complete ADA compliant design must be provided and copies of all SJRWMD and FDEP permit documentation must be received prior to construction permit issuance. If the multi-use paths are to be located on private property then access easement documentation must be received prior to construction permit issuance.
   - Ensure that all pedestrian access routes comply with section 405 of the current Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines. Please be especially aware of all slope, ramp and landing requirements and include spot elevations so that these can be verified.
   - Copies of all documentation will be required for the existing access easement that provides ingress/egress to parcel 06234-003-000 (Privette property). If reconstruction of the existing driveway is to occur, evidence that advanced notice has been provided to the property owner will be required prior to issuance of the construction permit and adequate access must be maintained throughout the construction process. Special

consideration must be exercised due to the fact that this area is also being considered as a berm dividing the proposed stormwater management facility.

- If applicable, provide a phasing plan for the project. Provide clear information on where the transit supportive areas are located (outside the Village Center?).
- Properly include topographic contours on the Boundary and Topographic Survey.
- Show all areas where fill may be placed. Provide complete details and engineering certification for any retaining walls.
- Be aware that the residential lots along east side of this parcel must be above the 100 year flood plain. The 100 year 24 hour stage elevation from Brookfield Phase 3 is 145.80 ngvd'29. Please model the flow through that basin for a 100 year critical storm event.
- Provide a stormwater management facility that is designed as a complete retention basin. This is required due to the fact that there are several well documented severe flooding areas along NW 98th Street. Please visit the following web-link for additional information regarding the *Flooding Problem Area Assessment for Meadowbrook / Hills of Santa Fe Including NW 39th Avenue / NW 98th Street.*

- http://www.alachuacounty.us/Depts/PW/Documents/stormwater/2.3%20MEADOWBROOK%20-%20HILLS%20OF%20SANTA%20FE%20(INCLUDING%20NW%2039TH%20AVENUE%20-%20NW%2098th%20STREET.pdf

5. Provide drainage easements for discharge to the basin.



DEVELOPMENT DATA

1. TOTAL PROJECT AREA:	21.76 ACRES	
2. PROPOSED VILLAGE CENTER AREA:	21.76 ACRES	
3. RIGHT-OF-WAY:	5.79 ACRES	
4. 20% OPEN SPACE (REQUIRED)	4.35 ACRES	
5. PROVIDED OPEN SPACE: 8.04 ACRES (37.79%)		
A. COMMUNITY GREEN SPACES:	1.73 ACRES	
B. STORMWATER MANAGEMENT AREAS:	2.71 ACRES	
C. LANDSCAPED AREAS (BUFFERS):	1.60 ACRES	
6. EXISTING ACESS EASEMENT:	0.39 ACRES	
7. STORMWATER MANAGEMENT AREA:	2.71 ACRES	
8. EXISTING TREE CANOPY:	16.46 ACRES	
5% TREE CANOPY RETENTION (REQUIRED):	0.67 ACRES	
TREE CANOPY RETENTION (PROVIDED):	4.08 ACRES	
TREE CANOPY TO BE REMOVED:	15.37 ACRES	
9. TOTAL IMPERVIOUS AREA:	15.87 ACRES	

PROPOSED LIMITS:	TOTAL - 174 DU
DENSITY:	TOTAL GROSS DENSITY AT BUILD OUT = 8 DU/AC
PROPOSED NON-RESIDENTIAL SQUARE FOOTAGE:	TOTAL = 94,900 S.F.
ROADWAYS:	DEDICATION OF PUBLIC ROADWAYS SHALL BE DETERMINED DURING FINAL REVIEW OF THE DEVELOPMENT.
MULTI-USE PATH/TRAILS:	ALL MULTI-USE PATH/TRAILS WILL BE PROVIDED WITHIN THE PROVIDED OPEN SPACE/COMMON AREA AND/OR WITHIN THE ROADWAY RIGHT-OF-WAY.
UTILITIES:	ALL UTILITIES WILL BE LOCATED WITHIN OR ADJACENT TO THE PROVIDED TRANSPORTATION NETWORK. PUBLIC UTILITY EASEMENTS WILL BE PROVIDED FOR ANY UTILITIES REQUIRED TO EXTEND BEYOND THE LIMITS OF THE PROVIDED TRANSPORTATION NETWORK.
UTILITY PROVIDERS:	GRU: ELECTRIC, SANITARY SEWER, POTABLE WATER, FIRE WATER AND NATURAL GAS. COX: CABLE AND HIGH SPEED INTERNET. BELLSOUTH: TELEPHONE

REVISIONS:

NO.	DATE	DESCRIPTION	BY
1	11/7/2010	ALACHUA COUNTY COMMENTS	RJ/MP
2	1/10/2011	ALACHUA COUNTY COMMENTS	RJ/MP

DESIGNED BY: MTJ
DRAWN BY: MAP
CHECKED BY: MTJ
APPROVED BY: MTJ

SHEET TITLE:
PRELIMINARY GENERAL SITE DEVELOPMENT PLAN

SITE ENGINEERING PLANS FOR:
23 WEST
ALACHUA, COUNTY

DO NOT SCALE THIS DRAWING

JEL
JARVIS & FOLSOM, INC.
ENGINEERS
2579 SW 87th Drive, Suite 100 - Gainesville, FL 32608
Phone: 352.376.7022 Fax: 352.333.3633
email: wade@jarvis-folsom.com

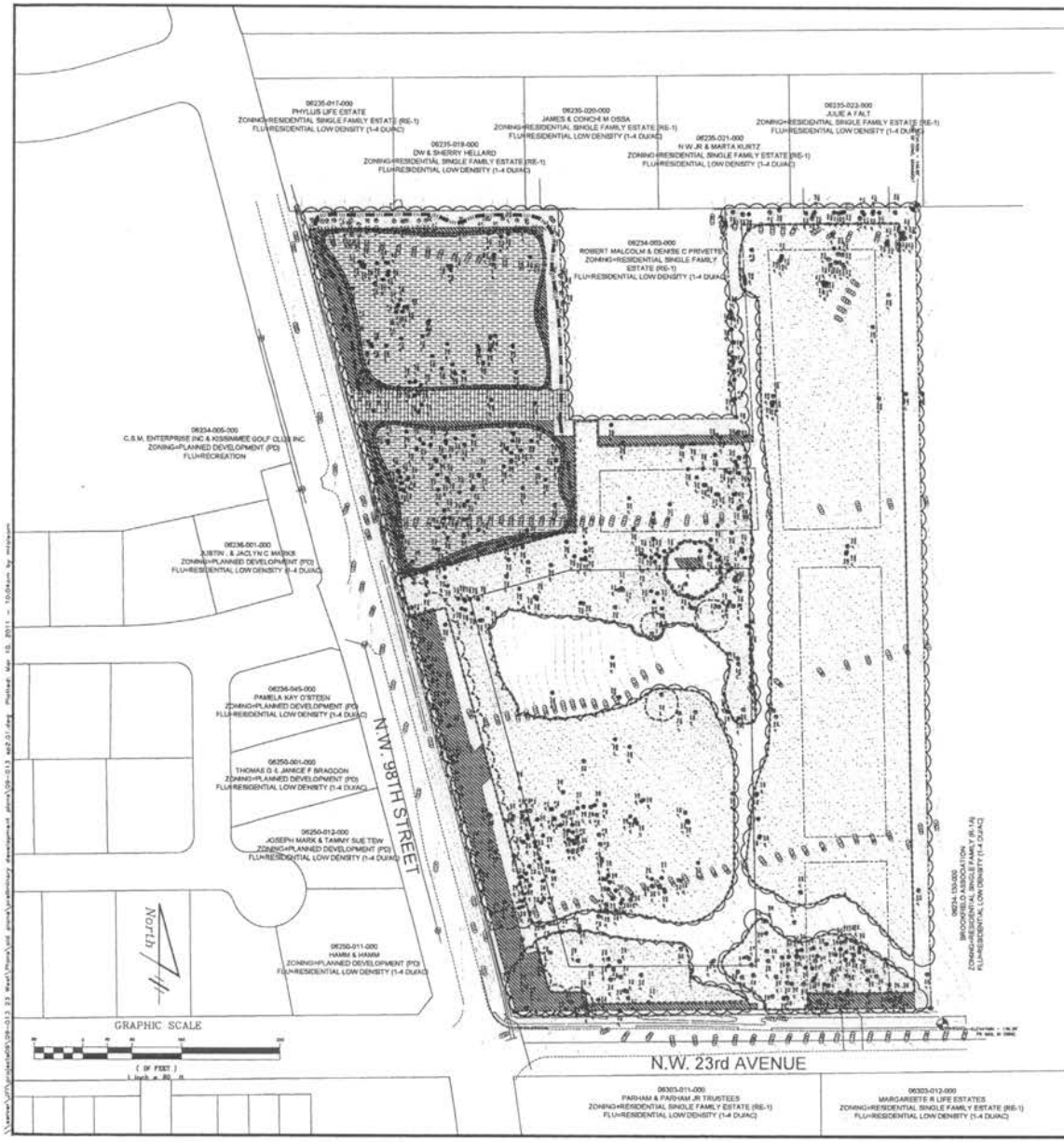
Jarvis & Folsom, Inc.
Certificate of Authorization
No. 28456

Walter Jarvis, P.E.
Florida P.E. No.: 66101

PROJECT NO.: 09-013
SCALE: AS SHOWN
DATE: AUGUST 2010
DRAWING: SP1.00

C:\Users\mtjarvis\Desktop\Work\Projects\09-013 sp1.00.dwg Portrait Mon 10, 2011 - 10:53am by mtjarvis

23d



DEVELOPMENT DATA

1. PROVIDED OPEN SPACE: 8.64 ACRES (27.79%)

A. COMMUNITY GREEN SPACES:	1.73 ACRES
B. STORMWATER MANAGEMENT AREAS:	2.71 ACRES
C. LANDSCAPED AREAS (BUFFERS):	1.60 ACRES

2. EXISTING TREE CANOPY: 19.46 ACRES

BEST EXISTING TREE CANOPY: *	1.31 ACRES
5% TREE CANOPY RETENTION (REQUIRED):	0.97 ACRES
TREE CANOPY RETENTION (PROVIDED):	4.09 ACRES
BEST EXISTING TREE CANOPY RETENTION (PROVIDED): *	1.16 ACRES
TREE CANOPY TO BE REMOVED:	15.37 ACRES

* THE "BEST EXISTING TREE CANOPY" AND "BEST EXISTING TREE CANOPY RETENTION (PROVIDED)" AREAS ARE INCLUDED IN THE "EXISTING TREE CANOPY" AND "TREE CANOPY RETENTION (PROVIDED)" AREAS, RESPECTIVELY.

NOTES:

1. ALTERNATIVE DESIGNS, SUCH AS BRICK PAVERS, SHALL BE UTILIZED WITHIN THE APPROPRIATE ON-STREET PARKING AREAS TO PROMOTE FAVORABLE CONDITIONS FOR THE GROWTH AND SURVIVAL OF THE EXISTING HERITAGE TREES ALONG N.W. 98TH STREET.

2. SPECIFIC CONSTRUCTION TECHNIQUES AND TREE PROTECTION DETAILS WILL BE DETERMINED DURING FINAL REVIEW OF THE DEVELOPMENT.

ULDC 407.53 OPEN SPACE REQUIREMENTS:

1. WETLANDS:	THERE ARE NO WETLANDS LOCATED ON THE PROJECT SITE.
2. SURFACE WATERS:	THERE ARE NO SURFACE WATERS LOCATED ON THE PROJECT SITE.
3. 100-YEAR FLOOD PLAINS:	THERE ARE NO 100-YEAR FLOOD PLAINS LOCATED ON THE PROJECT SITE.
4. LISTED SPECIES HABITAT:	THERE ARE NO LISTED SPECIES HABITAT LOCATED ON THE PROJECT SITE.
5. STRATEGIC ECOSYSTEMS:	THERE ARE NO STRATEGIC ECOSYSTEMS LOCATED ON THE PROJECT SITE.
6. SIGNIFICANT GEOLOGICAL :	THERE ARE NO SIGNIFICANT GELOGICAL LOCATED ON THE PROJECT SITE.
7. NATURAL AREAS:	THERE ARE NO NATURAL AREAS LOCATED ON THE PROJECT SITE.

ULDC 407.56 STORMWATER MANAGEMENT AREA REQUIREMENTS:

1. THE STORMWATER MANAGEMENT AREAS WILL BE USED AS OPEN SPACE AND SHALL MEET ALL APPLICABLE STANDARDS OF ULDC 407.56 AND ARTICLE 9 OF CHAPTER 407 ULDC.

OPEN SPACE/ENVIRONMENTAL RESOURCES DATA TABLE

PROJECT AREA (ACRES):		21.76	100.00%
PRIMARY OPEN SPACE (ACRES):	EXISTING	PROVIDED	% TOTAL AREA
WETLANDS	0	0	0
WETLAND BUFFERS	0	0	0
SURFACE WATERS	0	0	0
SURFACE WATERS BUFFERS	0	0	0
SIGNIFICANT GEOLOGIC FEATURES	0	0	0
SIGNIFICANT GEOLOGIC FEATURES BUFFERS	0	0	0
STRATEGIC ECOSYSTEM (PER THE KENNEDY/DER ASSOCIATES REPORT)	0	0	0
LISTED SPECIES HABITAT (SEE STRATEGIC ECOSYSTEM ABOVE)	0	0	0
SIGNIFICANT HABITAT (SEE STRATEGIC ECOSYSTEM ABOVE)	0	0	0
100 YEAR FLOODPLAIN	0	0	0
OTHER NATURAL AREAS	0	0	0
SECONDARY OPEN SPACE (ACRES):		PROVIDED	% TOTAL AREA
COMMUNITY GREEN SPACES		1.73	7.95
STORMWATER MANAGEMENT AREAS		2.71	12.45
LANDSCAPED AREAS (NON-RESIDENTIAL ONLY)		1.60	7.35
TOTAL OPEN SPACE PROVIDED (ACRES):		8.64	27.75

REVISIONS:

NO	DATE	DESCRIPTION	BY
1	11/12/2010	ALACHUA COUNTY COMMENTS	KL/MF
2	1/10/2011	ALACHUA COUNTY COMMENTS	KL/MF

DESIGNED BY: KLJ
DRAWN BY: MF
CHECKED BY: KLJ
APPROVED BY: KLJ

SHEET TITLE:
PRELIMINARY OPEN SPACE PLAN
(PER COUNTY ARBORIST AND E.P.D.)

SITE ENGINEERING PLANS FOR:
23 WEST
ALACHUA, COUNTY

DO NOT SCALE THIS DRAWING

JFL
JARVIS & FOLSOM, INC.
ENGINEERING • PLANNING
2579 SW 87th Drive, Gainesville, FL 32608
Phone: 352.275.1023 Fax: 352.333.9433
email: walterjarvis@bellsouth.net

Jarvis & Folsom, Inc.
Certificate of Authorization
No. 28456

Walter Jarvis, P.E.
Florida P.E. No.: 65107

PROJECT NO.: 09-013
SCALE: AS SHOWN
DATE: AUGUST 2010
DRAWING: SP2.01

23e

DEVELOPMENT DATA

1. TOTAL PROJECT AREA:	21.76 ACRES
2. PROPOSED VILLAGE CENTER AREA:	21.76 ACRES
3. RIGHT-OF-WAY:	5.79 ACRES
4. 20% OPEN SPACE (REQUIRED)	4.35 ACRES
5. PROVIDED OPEN SPACE: 8.04 ACRES (37.79%)	
A. COMMUNITY GREEN SPACES:	1.73 ACRES
B. STORMWATER MANAGEMENT AREAS:	2.71 ACRES
C. LANDSCAPED AREAS (BUFFERS):	1.60 ACRES
6. EXISTING ACESS EASEMENT:	0.38 ACRES
7. STORMWATER MANAGEMENT AREA:	2.71 ACRES
8. EXISTING TREE CANOPY:	16.48 ACRES
5% TREE CANOPY RETENTION (REQUIRED):	0.97 ACRES
TREE CANOPY RETENTION (PROVIDED):	4.06 ACRES
TREE CANOPY TO BE REMOVED:	15.37 ACRES
9. TOTAL IMPERVIOUS AREA:	15.67 ACRES

ULDC 407.53 OPEN SPACE REQUIREMENTS:

1. WETLANDS:	THERE ARE NO WETLANDS LOCATED ON THE PROJECT SITE.
2. SURFACE WATERS:	THERE ARE NO SURFACE WATERS LOCATED ON THE PROJECT SITE.
3. 100-YEAR FLOOD PLAINS:	THERE ARE NO 100-YEAR FLOOD PLAINS LOCATED ON THE PROJECT SITE.
4. LISTED SPECIES HABITAT:	THERE ARE NO LISTED SPECIES HABITAT LOCATED ON THE PROJECT SITE.
5. STRATEGIC ECOSYSTEMS:	THERE ARE NO STRATEGIC ECOSYSTEMS LOCATED ON THE PROJECT SITE.
6. SIGNIFICANT GEOLOGICAL:	THERE ARE NO SIGNIFICANT GELOGICAL LOCATED ON THE PROJECT SITE.
7. NATURAL AREAS:	THERE ARE NO NATURAL AREAS LOCATED ON THE PROJECT SITE.

ULDC 407.56 STORMWATER MANAGEMENT AREA REQUIREMENTS:

1. THE STORMWATER MANAGEMENT AREAS WILL BE USED AS OPEN SPACE AND SHALL MEET ALL APPLICABLE STANDARDS OF ULDC 407.56 AND ARTICLE 9 OF CHAPTER 407-ULDC.

OPEN SPACE/ENVIRONMENTAL RESOURCES DATA TABLE

PROJECT AREA (ACRES)		21.76	100.00%
PRIMARY OPEN SPACE (ACRES)	EXISTING	PROVIDED	% TOTAL AREA
WETLANDS	0	0	0
WETLAND BUFFERS	0	0	0
SURFACE WATERS	0	0	0
SURFACE WATERS BUFFERS	0	0	0
SIGNIFICANT GEOLOGIC FEATURES	0	0	0
SIGNIFICANT GEOLOGIC FEATURES BUFFERS	0	0	0
STRATEGIC ECOSYSTEM (PER THE KIMLEY-HORN ASSOCIATES REPORT)	0	0	0
LISTED SPECIES HABITAT (SEE STRATEGIC ECOSYSTEM ABOVE)	0	0	0
SIGNIFICANT HABITAT (SEE STRATEGIC ECOSYSTEM ABOVE)	0	0	0
100 YEAR FLOODPLAIN	0	0	0
OTHER NATURAL AREAS	0	0	0
SECONDARY OPEN SPACE (ACRES)		PROVIDED	% TOTAL AREA
COMMUNITY GREEN SPACES		1.73	8.04
STORMWATER MANAGEMENT AREAS		2.71	12.46
LANDSCAPED AREAS (NON-RESIDENTIAL ONLY)		1.66	7.63
TOTAL OPEN SPACE PROVIDED (ACRES)		6.12	28.12

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	11/7/2010	ALACHUA COUNTY COMMENTS	WJ/MF
2	1/14/2011	ALACHUA COUNTY COMMENTS	WJ/MF
3	2/15/2011	ALACHUA COUNTY COMMENTS	WJ/MF

DESIGNED BY: WJ
DRAWN BY: MF
CHECKED BY: WJ
APPROVED BY: WJ

SHEET TITLE: PRELIMINARY OPEN SPACE PLAN

SITE ENGINEERING PLANS FOR: 23 WEST ALACHUA, COUNTY

DO NOT SCALE THIS DRAWING

JARVIS & FOLSOM, INC
Engineering & Planning
3979 SW 6TH Drive, Gainesville, FL 32608
Phone: 352.275.1020 Fax: 352.333.3633
email: wallace@jfsolve.com

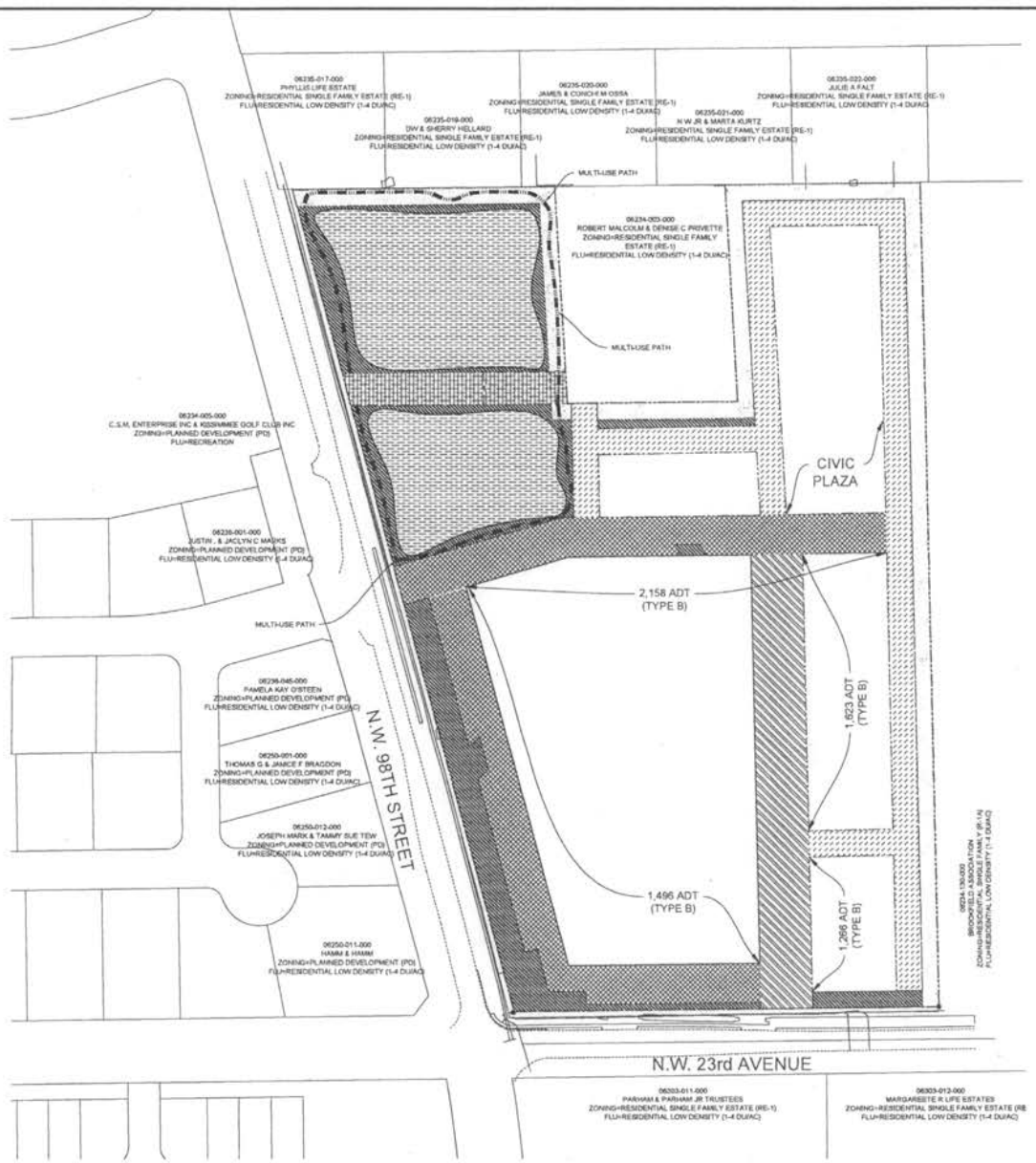
Jarvis E Folsom, Inc.
Certificate of Authorization
No. 28456

Walter Jarvis, P.E.
Florida P.E. No.: 69101

PROJECT NO.: 09-013
SCALE: AS SHOWN
DATE: AUGUST 2010
DRAWING: SP2.00

C:\Users\mtaneson\Appdata\Local\Temp\AcPublish_5336\09-013 sp2.00.dwg Plotted: Mar 10, 2011 - 10:04am by mtaneson

230



GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

North

DEVELOPMENT DATA

A. UTILITY PROVIDERS: GRU: ELECTRIC, SANITARY SEWER, POTABLE WATER, FIRE WATER AND NATURAL GAS.
COX: CABLE AND HIGH SPEED INTERNET.
BELLSOUTH: TELEPHONE

B. PROPOSED ROADWAY SEGMENTS CLASSIFICATION PER TABLE 407.68.4

SEGMENT	DAILY TRIPS	NUMBER OF LANES	DESIGN SPEED (MPH)	TRAVEL LANE TYPE WIDTH FT (1)	ACCESS TYPE (2)	MEDIAN (FT)	BIKE LANES (FT) (3)	ON-STREET PARKING FT (4)
TYPE A	UNDER 1,200	2	25	CARTWAY 18-20	DIRECT	NO	NO	7
TYPE B	1,200 - 2,500	2	25	MARKED LANES 10	LIMITED	10 (OPTIONAL)	4 (OPTIONAL)	7
TYPE C	2,500 - 7,500	2	30	MARKED LANES 10	LIMITED	12 (OPTIONAL)	5	8
TYPE D	7,500 - 20,000	2	35	MARKED LANES 10	LIMITED	18 - 22	5	8
TYPE E	15,000 - 40,000	4	35	MARKED LANES 10	LIMITED	18 - 22	5	8

(1) IF TRANSIT IS PROJECTED TO RUN ON THE ROADWAY OUTSIDE OF DEDICATED TRANSIT LANES, THEN THE LANE WIDTH SHALL BE 11'.

(2) "DIRECT" MEANS THAT INDIVIDUAL USES MAY UTILIZE A DRIVEWAY TO THE ROAD. "LIMITED" MEANS THAT INDIVIDUAL USES MUST UTILIZE A SHARE SEPARATE ROADWAY, DRIVEWAY OR ALLEY.

(3) BIKE LANES NOT ADJACENT TO PARALLEL PARKING MAY BE REDUCED TO 4' (FT). BIKE LANES ARE OPTIONAL FOR ROADWAYS BETWEEN 2,500-7,500 ADT THAT ARE LESS THAN 1/4 MILE IN LENGTH AND ARE LOCATED WITHIN A T.O.D.

(4) ON-STREET PARKING IS OPTIONAL, BUT MUST BE PROVIDED ON THE MAJORITY OF STREETS. PROVISION OF ON-STREET PARKING SHALL BE ADEQUATE TO SERVE THE PROPOSED INTENSITY OF DEVELOPMENT IN ORDER THAT THE REQUIRED CLEARANCES FOR PUBLIC SAFETY VEHICLES ARE MAINTAINED. ANGLED PARKING IS ALLOWED ON ALL ROADWAYS. WHERE ON-STREET PARALLEL PARKING IS PROVIDED IT MUST BE MARKED AT THE WIDTH INDICATED IN THE TABLE OR GREATER.

C. ANY AND ALL ROADWAYS DEDICATED TO ALACHUA COUNTY WILL BE DETERMINED DURING FINAL REVIEW OF THE DEVELOPMENT.

D. SIDEWALKS AND/OR A MULTI-USE PATHS WILL BE PROVIDED ALONG THE MAJORITY OF THE ROADWAY NETWORK.

E. ALL REQUIRED STUB-OUTS INTENDED FOR CROSS ACCESS WILL BE PAVED TO THE PROPERTY BOUNDARY.

NOTES:

1. THE APPROPRIATE CROSS SECTIONS FOR THE ON-SITE ROADWAYS WILL BE DETERMINED DURING FINAL REVIEW OF THE DEVELOPMENT. THE PROPOSED ROADWAY SEGMENT DESIGNATIONS ON THIS SHEET (TYPES A - E) ARE SOLEY BASED ON THE PROJECTED ADT PROVIDED IN THE "TRAFFIC ANALYSIS" AND IN NO WAY OBLIGATES THE DEVELOPMENT TO MEET THE PROPOSED DESIGN STANDARDS IN TABLE 407.68.4.

2. ROADWAY ALIGNMENTS AND RIGHT-OF-WAY WIDTHS MAY BE REVISED TO MEET TRANSPORTATION ENGINEERING REQUIREMENTS PRIOR TO FINAL DEVELOPMENT PLAN APPROVAL AND WITHOUT THE NEED FOR REVISED PRELIMINARY PLAN APPROVAL.

3. THE FINAL LOCATION(S) FOR ACCESS TO N.W. 23RD AVENUE WILL BE DETERMINED DURING FINAL REVIEW OF THE DEVELOPMENT.

G. TRIP GENERATION

TRIP GENERATION - ITE 8th EDITION										
LANDUSE	SIZE	UNITS	ITE CODE	DAILY TRIPS	AM ENTER	AM EXIT	AM TOTAL	PM ENTER	PM EXIT	PM TOTAL
APARTMENTS	60	UNITS	220	398	6	25	31	24	13	37
TOWNHOUSE/ CONDO	114	UNITS	230	662	8	42	48	40	18	58
RETAIL	71,112	SF	820	3,054	43	28	71	130	135	265
OFFICE PARK	29,704	SF	710	261	32	5	37	8	29	35
GROSS TRIPS				4,376	89	100	189	200	196	396
INTERNAL CAPTURE	16.3%			712	15	16	31	31	33	64
PASS-BY TRIPS	34.0%			869	12	8	20	37	38	75
NET TRIPS				2,794	62	76	138	132	125	257

H. TRIP DISTRIBUTION:

1. 60% EAST ALONG N.W. 23RD AVENUE = 1,676 ADT
2. 20% NORTH ALONG N.W. 94TH STREET = 559 ADT
3. 20% SOUTH ALONG N.W. 94TH STREET = 559 ADT

TRANSPORTATION DATA

1. LOCAL ROAD (80 FOOT RIGHT OF WAY)
2. LOCAL ROAD (80 FOOT RIGHT OF WAY)
3. LOCAL ROAD (40 FOOT RIGHT OF WAY)
4. COMMON OPEN AREA
5. BUFFERS
6. EXISTING ACCESS EASEMENT
7. STORMWATER MANAGEMENT AREA

REVISIONS:			BY
NO	DATE	DESCRIPTION	
1	11/12/2010	ALACHUA COUNTY COMMENTS	RJ/MF
2	01/19/2011	ALACHUA COUNTY COMMENTS	RJ/MF

DESIGNED BY: WEJ | DRAWN BY: MF | CHECKED BY: WEJ | APPROVED BY: WEJ

SHEET TITLE: PRELIMINARY TRANSPORTATION NETWORK & UTILITY PLAN

SITE ENGINEERING PLANS FOR: 23 WEST ALACHUA, COUNTY

DO NOT SCALE THIS DRAWING

JEF
JARVIS & FOLSOM, INC.
Engineers | Planners
2579 SW 87th Drive, Suite 100 - Gainesville, FL 32608
Phone: (352) 333-3633 Fax: (352) 333-3633
email: wallerjarvis@jfi-inc.com

James E. Folsom, Inc.
Certificate of Authorization
No. 28456

Walter James, P.E.
Florida P.E. No.: 65101

PROJECT NO.: 09-013
SCALE: AS SHOWN
DATE: AUGUST 2010
DRAWING: SP3.00

C:\Users\Jfolsom\Desktop\Users\Jfolsom_53301.08-013 ex3.00.dwg, Portrait, Mar 10, 2011 - 10:08am, by mfolsom

239

JUN 1 4 2011

COUNTY MANAGER

MULTI-MODAL TRANSPORTATION MITIGATION AGREEMENT

This Multi-Modal Transportation Mitigation Agreement (hereinafter "Agreement") is made and entered into this 28th day of June, 2011 ("Effective Date") by and between Alachua County, a charter county and political subdivision of the State of Florida (hereinafter "County"), and the 23 West Partners, LLC (hereinafter "Developer").

WITNESSETH

WHEREAS, the Developer is the owner of an approximately 21.76 acre parcel of land identified as Tax Parcel Number 06234-000-000 and located at 2501 NW 98th St, Gainesville, FL 32606 as set forth in the legal description attached hereto as Exhibit "A" ("Property"); and

WHEREAS, the Developer has applied for final development plan approval to develop a Mixed-Use Traditional Neighborhood Development (use), to be known as the Development ("Development") on the Property; and

WHEREAS, the Board of County Commissioners has established by ordinance a multimodal transportation mitigation program in Section 407.125.3, Alachua County Unified Land Development Code ("ULDC"), as required by and in a manner consistent with Section 163.3180, Florida Statutes; and

WHEREAS, the Developer has made proper application for use of multi-modal transportation mitigation to address transportation impacts in accordance with Section 407.125.3, ULDC, the Project is consistent with the Comprehensive Plan and ULDC, and the Developer has demonstrated that all conditions contained in Chapter 407, Article XII, ULDC, have been met in order for Developer and County to enter into this multi-modal transportation mitigation agreement; and

WHEREAS, the Developer has voluntarily chosen to satisfy transportation concurrency requirements through contribution of multimodal transportation mitigation consistent with the methodology found in Ordinance 11-03 adopted by the Board of County Commissioners; and

WHEREAS, the County has agreed to accept the mitigation the Developer has proposed to offset the impacts on the transportation system caused by the Developer's proposed development; and

WHEREAS, the implementation of the agreement is authorized by Chapter 163, Florida Statutes, the County's Comprehensive Plan (as amended by the Mobility Plan), and Chapter 407 Article XII, ULDC.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a part of this Agreement.

Section 2. Purpose. The Purpose of this Agreement is:

a. To grant to any owner of the Property transportation concurrency as provided for a Final Certificate of Level of Service Compliance (CLSC) as required for the construction of the Project, subject to compliance by Developer with the terms and conditions of this Agreement and the CLSC; and

b. To recognize payment of the multimodal transportation mitigation by Developer as providing significant benefit to the impacted transportation system in the area of the Property.

c. To fulfill the Developer's obligation to pay multimodal transportation mitigation.

Section 3. Development Identification. The proposed Development is known as the 23 West and is located at 2501 NW 98th St, Gainesville, FL 32606 which is identified as Alachua County Tax Parcel number: 06234-000-000.

The Development is a Mixed-Use Traditional Neighborhood Development.

Section 4. Multimodal Transportation Mitigation. The methodology used to calculate an Applicant's Multi-Modal Transportation Mitigation shall be as follows:

The target funding level divided by the growth in vehicle miles of travel times the vehicle miles of travel for the proposed use.

OR

VMTg = VMTf - VMTb

Tcfl = Cc – Cr

Ttofl = Toc - Cr

VMTr = (Tcfl / VMTg) + (Ttofl / VMTg)

VMTp = (Tg* Atl) * .5) * (1 - %CC) * (%NT)

Multi-Modal Transportation Mitigation = VMTr * VMTp

Where:

Vehicle Miles of Travel Growth (VMTg) = The projected total of vehicle miles traveled in the horizon year (VMTf) minus the base year (VMTb) vehicle miles of travel.

Target Capital Funding Level (Tcfl) = The total cost of transportation capital (Cc) for projects consistent with the Capital Improvements Element. Cost shall include all capital infrastructure construction costs, along with cost for design, right-of-way, planning, engineering, maintenance of traffic, utility relocation, inspection, contingencies, project management, stormwater facilities, turn lanes, traffic control devices, bicycle and pedestrian facilities, transit vehicles, and physical development costs directly associated with construction at the anticipated cost in the year it will be incurred.

Target Transit Operations Funding Level (Ttofl) = The total cost of transit operations (Toc) consistent with the Capital Improvements Element.

Committed Revenue (Cr) = The total committed revenue to fund transportation capital and transit operations.

Vehicle Miles of Travel Rate (VMTr) = Target Funding Level for transportation capital and transit operations divided by Vehicle Miles of Travel Growth

Vehicle Miles of Travel Proposed (VMTp) = The projected vehicle miles of travel for a specific land use

(Tg) = Trip Generation Rate
(AtL) = Average Trip Length
(CC) = Community Capture
(NT) = New Trips

For the purposes of determining Multi-Modal Transportation Mitigation obligations, Alachua County shall determine mobility improvement costs, including transit, based upon the actual cost of the improvement utilizing the latest available data. Mobility improvements, including transit should be consistent with projects identified in the Capital Improvements Element.

Section 5. Certificate of Level of Service Compliance. In consideration for payment of the Multimodal Transportation Mitigation, Developer shall receive a Final Certificate of Level of Service Compliance ("CLSC"), subject to the following condition:

a. Developer has elected to either utilize the Multimodal Transportation Mitigation schedule to determine the payment due or the applicant has completed an alternative Multimodal Transportation Mitigation study and the findings of the alternative study have been accepted and approved by Alachua County.

b. Developer, if applicable, has requested Multi-Modal Transportation Mitigation credit, has provided all required documentation and has agreed to either a value of the credit

or the process to be utilized to determine the value of the credit. The details for any proposed dedication or infrastructure project for which credit is requested shall be provided in this agreement.

c. Developer agrees that any requested change to a development order may be subject to additional Multimodal Transportation Mitigation to the extent the change generates additional traffic that would require mitigation.

Section 6. Multimodal Transportation Mitigation Payment. Alachua County shall maintain a multimodal transportation mitigation contribution schedule in its building division office's and on the County website consistent with Ordinance 11-03.

a. Recognizing the "time value of money," Alachua County offers the following reductions in payment amount:

1. Payment concurrent with Development Plan Approval = 15% reduction

2. Payment concurrent with Building Permit Application = 7.5% reduction

3. Payment concurrent with Final Building Inspection = 0% reduction

b. Developer hereby elects to pay the multi-modal transportation mitigation at the time of Final Building Inspection and shall be granted a 0 % reduction in the required multi-modal transportation mitigation.

c. Developer is responsible for payment of the multi-modal transportation mitigation. Developer may receive credit for the payment of all or a portion of the MMTM by a person who applies for and pays all or a portion of the Developer's MMTF calculated pursuant to Section 4 herein.

d. Developer expressly agrees to pay the multimodal transportation mitigation payment set forth in Section 4.0, above within 10 days of the County's request for payment. County shall not request payment until after a request for final inspection has been submitted.

e. This agreement does not constitute Final Development Plan approval or any intent by Alachua County to guarantee approval of the Final Development Plan application. If County denies the application for Final Development Plan, this agreement shall be null and void.

Section 7. Credit. The Developer shall receive MMTM credit for the cost of any extensions and/or expansions of turn-lanes, or portion thereof, requested by the County, that are above and beyond what is required to provide access to the Development per FDOT Indexes 301 & 526. The Developer shall also receive MMTM credit for any expansion, modification and/or construction of a sidewalk, trail, bike lane and/or multi-use path, or portion thereof, that is above and beyond what is required to serve the development per Chapter 407, Article 13 of the Unified Land Development Code. The amount of any credits

shall be determined consistent Chapter 407, Article 12 of the Unified Land Development Code.

Section 8. Vesting for Concurrency Purposes. Upon completion of the payment described in Section 6, the, Project shall be deemed vested for concurrency purposes as defined in Chapter 163, F.S. and Chapter 407, Article XII of the ULDC.

Section 9. Governing Law. The Agreement and the rights and obligations created hereunder shall be interpreted, construed and enforced in accordance with the laws the State of Florida. If any litigation should be brought in connection with this Agreement, venue shall lie in Alachua County, Florida. The parties waive trial by jury.

Section 10. Attorneys' Fees and Costs. The parties hereto agree that in the event it becomes necessary for either party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms and provisions of this Agreement, each party in such litigation shall bear its own costs and expenses incurred and expended in connection therewith including, but not limited to, reasonable attorneys' fees and court costs through all trial and appellate levels.

Section 11. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 12. Agreement. This Agreement contains the entire agreement between the parties. No rights, duties or obligations of the parties shall be created unless specifically set forth in this Agreement.

Section 13. Amendment. No modification or amendment of this Agreement shall be of any legal force or effect unless it is in writing and executed by both parties, and meets the requirements of the Comprehensive Plan, ULDC, and County Code.

Section 14. Assignment. This Agreement may not be assigned without the prior written consent of the other party, and all the terms and conditions set forth herein shall inure to the benefit of and shall bind all future assignees and successors.

Section 15. Annexation. This Agreement is not intended to be, and indeed is not, a "development agreement" within the meaning of Sections 163.3220-163.3242, Florida Statutes. The parties shall not be deprived of their rights and obligations, and this agreement shall not be terminated, modified, or affected by operation of a municipal annexation of any portion of the Property.

Section 16. Waiver. Failure to enforce any provision of this Agreement by either party shall not be considered a waiver of the right to later enforce that or any provision of this Agreement.

Section 17. Further Documentation. The parties agree that at any time following a request therefore by the other party, each shall execute and deliver to the other party such further documents and instruments in form and substance reasonably necessary to confirm or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 18. Notices. Any notice, request, demand, instruction or other communication to be given to either party under this Agreement shall be in writing and shall be hand delivered, sent by Federal Express or a comparable overnight mail service, or by U.S. Registered or Certified Mail, return receipt requested, postage prepaid, to County and to Developer at their respective addresses below:

As to County:
Richard Hedrick
Director, Public Works
5620 NW 120th Lane
Gainesville, FL 32653

And with a copy to:
Steve Lachnicht
Director, Growth Management
10 S.W. 2nd Avenue
Gainesville, FL 32601

As to Developer:

23 West Partners, LLC
Svein Dyrkolbotn, Managing Member
2579 SW 87th Drive
Gainesville, FL 32608

With a copy to Developer's Legal Representative:

James J. Stockman
Attorney at Law
20725 SW 46th Avenue
Newberry Fl 32669

Section 19. Construction of Agreement. Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

Section 20. Effective Date. The effective date of this Agreement (the "Effective Date") shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures.

Section 21. Counterparts. This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same Agreement.

(signatures start on next page)

DEVELOPER:

(DEVELOPER NAME)

By: _____
(name) SVEIN DYRKOLBOTN .

Witness #1 for the Developer:

_____
Signature

Joshua S. Williams
Printed Name

Witness #2 for the Developer:

Madeline G Eaton
Signature

Madeline G Eaton
Printed Name

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing document was acknowledged before me this 14th day of June, 2011, by Svein H Dyrkolbotn as Managing Member of 23West Partners, LLC, who is personally known to me✓ or has produced _____ as identification.

Madeline G Eaton
Notary Public, State of Florida

MADELINE G. EATON
MY COMMISSION # DD999836
EXPIRES June 09, 2014
(407) 398-0153 FloridaNotaryService.com

Madeline G Eaton
Printed Name

Commission Number: DD999836

Commission expires: June 9, 2014

(signatures continued on next page)

ALACHUA COUNTY:

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST

_____
J. K. Irby, Clerk

APPROVED AS TO FORM

_____
County Attorney

(SEAL)

EXHIBIT "A"

Legal Description

S1/2 OF SE1/4 LESS R/W AND LESS N 335 FTOF W 265 FT OF E 2233 FT M/L THEREOF OR 2008/1160 LESS COM SE COR SEC N 50 FTPOB N 1271.12 FT W 1713.16 FT S 1271.68 FT E 1713.16 FT POB PER OR 2132/2177- 2179)

PRELIMINARY DEVELOPMENT PLANS

FOR

23 WEST

LOCATED:

ALACHUA COUNTY, FLORIDA

AS SUBMITTED TO:

ALACHUA COUNTY

PROJECT INFORMATION

1. PROJECT NAME: 23 WEST

2. PROJECT DESCRIPTION:
23 WEST WILL BE A MIXED-USE TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND) WITH A MIXTURE OF RETAIL, LIVE-WORK, OFFICE AND RESIDENTIAL USES. THE "PROPOSED RESIDENTIAL UNITS AND NON-RESIDENTIAL USES" TABLE PROVIDED ON THIS SHEET LISTS THE PROPOSED NUMBER OF RESIDENTIAL UNITS AND SQUARE FOOTAGE OF NON-RESIDENTIAL USES OF THE DEVELOPMENT.

3. PROJECT ADDRESS: 2311 N.W. 98TH STREET
GAINESVILLE, FL 32667

4. TAX PARCEL #: 06334-000-000

5. SECTION - TOWNSHIP - RANGE: 30-9-19

6. FUTURE LAND USE: LOW DENSITY RESIDENTIAL (1-4 DU/AC)

7. ZONING: (R-1a) SINGLE FAMILY RESIDENTIAL (1-4 DU/AC)

LIST OF ADJACENT LANDOWNERS

1. 06260-011-000
Patricia & Rebekah JR TRUSTEES
ZONING=RESIDENTIAL SINGLE FAMILY ESTATE (RE-1)
FLU=RESIDENTIAL LOW DENSITY (1-4 DU/AC)

2. 06305-013-000
MARGARET R LIFE ESTATES
ZONING=RESIDENTIAL SINGLE FAMILY ESTATE (RE-1)
FLU=RESIDENTIAL LOW DENSITY (1-4 DU/AC)

3. 06334-139-000
SIGNATELO ASSOCIATION
ZONING=RESIDENTIAL SINGLE FAMILY (R-1a)
FLU=RESIDENTIAL LOW DENSITY (1-4 DU/AC)

4. 06334-005-000
ROBERT MALCOLM & DENISE C PRUETTE
ZONING=RESIDENTIAL SINGLE FAMILY ESTATE (RE-1)
FLU=RESIDENTIAL LOW DENSITY (1-4 DU/AC)

5. 06259-332-000
EXIE A FAILY
ZONING=RESIDENTIAL SINGLE FAMILY ESTATE (RE-1)
FLU=RESIDENTIAL LOW DENSITY (1-4 DU/AC)

6. 06232-001-000
W W JR & MARTA ELIOTZ
ZONING=RESIDENTIAL SINGLE FAMILY ESTATE (RE-1)
FLU=RESIDENTIAL LOW DENSITY (1-4 DU/AC)

7. 06316-016-000
JANICE & CONSHOW OSSA
ZONING=RESIDENTIAL SINGLE FAMILY ESTATE (RE-1)
FLU=RESIDENTIAL LOW DENSITY (1-4 DU/AC)

8. 06235-016-000
DAN & BEVERLY VEC LARO
ZONING=RESIDENTIAL SINGLE FAMILY ESTATE (RE-1)
FLU=RESIDENTIAL LOW DENSITY (1-4 DU/AC)

9. 06235-017-000
PHYLLIS LIFE ESTATE
ZONING=RESIDENTIAL SINGLE FAMILY ESTATE (RE-1)
FLU=RESIDENTIAL LOW DENSITY (1-4 DU/AC)

10. 06234-005-000
C.S.M. ENTERTPISE INC & KRSMANCE GOLF CLUB INC
ZONING=PLANNED DEVELOPMENT (PD)
FLU=RECREATION

11. 06235-001-000
AUSTIN , S JACLYN C MARSS
ZONING=PLANNED DEVELOPMENT (PD)
FLU=RESIDENTIAL LOW DENSITY (1-4 DU/AC)

12. 06236-045-000
PAMELA KAY OSTEEN
ZONING=PLANNED DEVELOPMENT (PD)
FLU=RESIDENTIAL LOW DENSITY (1-4 DU/AC)

13. 06259-001-000
THOMAS & S. JANICE F BRANDON
ZONING=PLANNED DEVELOPMENT (PD)
FLU=RESIDENTIAL LOW DENSITY (1-4 DU/AC)

14. 06255-013-000
JOSEPH SARA & TAMMY SUE TEN
ZONING=PLANNED DEVELOPMENT (PD)
FLU=RESIDENTIAL LOW DENSITY (1-4 DU/AC)

15. 06258-011-000
HANS & HANS
ZONING=PLANNED DEVELOPMENT (PD)
FLU=RESIDENTIAL LOW DENSITY (1-4 DU/AC)

DIMENSIONAL REQUIREMENTS

1. VILLAGE CENTER DIMENSIONAL STANDARDS:

STANDARDS	REQUIRED NON-RESIDENTIAL, MIXED USE OR MULTI-FAMILY	PROVIDED NON-RESIDENTIAL, MIXED USE OR MULTI-FAMILY	REQUIRED CIVIC USES	PROVIDED CIVIC USES
BUILD TO LINE (FT)	15 – 20	15 – 20	15 – 40	15 – 40
HEIGHT, MIN (STORIES)	1	1	1	1
HEIGHT, MAX (STORIES)	6	6	5	5
SINGLE TENANT BUILDING FOOTPRINT, MAX (S.F.)	65,000	*	45,000	**

* ANY SINGLE TENANT NON-RESIDENTIAL BUILDINGS EXCEEDING 65,000 S.F. SHALL COMPLY WITH POLICY 1.4.2.11 OF THE FUTURE LAND USE ELEMENT AND SECTION 407.86(4) OF THE UNIFIED LAND DEVELOPMENT CODE.

** ANY SINGLE TENANT BUILDING FOOTPRINT PROPOSED FOR CIVIC USE WILL NOT EXCEED 45,000 S.F.

BLOCK PERIMETER REQUIREMENTS

REQUIRED:

LOCATION	MAXIMUM BLOCK PERIMETER (FT)		PROVIDED BLOCK PERIMETER	
	STANDARD	EXTENDED	STANDARD	EXTENDED
VILLAGE CENTER:	1,200	2,000	4 679 – 41,220	41,594
INSIDE THE TRANSIT SUPPORTIVE AREA OUTSIDE THE VILLAGE CENTER	1,600	2,500	N/A	N/A

PROVIDED:

THE DEVELOPMENT WILL MEET THE BLOCK PERIMETER REQUIREMENTS ESTABLISHED BY POLICY 1.4.7.2 OF THE FUTURE LAND USE ELEMENT AND SECTION 407.68 (a) OF THE UNIFIED LAND DEVELOPMENT CODE AS SHOWN ON THE PRELIMINARY GENERAL SITE DEVELOPMENT PLAN.

OFF-STREET PARKING

REQUIRED:

OFF-STREET PARKING IS NOT REQUIRED.

PROVIDED:

THE NUMBER, LOCATION AND LANDSCAPING OF OFF-STREET PARKING SPACES FOR THE DEVELOPMENT WILL BE DETERMINED DURING FINAL REVIEW OF THE DEVELOPMENT. ALSO, ALL OFF-STREET PARKING WILL MEET THE REQUIREMENTS OF POLICY 1.4.8 OF THE FUTURE LAND USE ELEMENT AND SECTION 407.86 a) OF THE UNIFIED LAND DEVELOPMENT CODE.

ON-STREET PARKING

REQUIRED:

1. DEFINED ON-STREET PARKING WITH BULB-OUTS AND CURB EXTENSIONS EVERY 100 TO 200 FEET DEPENDING ON BLOCK FACE LENGTH, SHALL BE PROVIDED ON THE MAJORITY OF BLOCK FACES WITHIN THE TRANSIT SUPPORTIVE AREA, AND IS ENCOURAGED THROUGHOUT THE REST OF THE DEVELOPMENT. FOR BLOCK FACES LESS THAN 250 FEET, A BULB-OUT SHALL BE PROVIDED MID-BLOCK.
2. ON ROADWAYS WITH A PROJECTED ADT GREATER THAN 5,000 TRIPS ANGLED ON-STREET PARKING SHALL BE ACCESSED VIA A DRIVE AISLE SEPARATED FROM THROUGH TRAFFIC BY A LANDSCAPED MEDIAN.

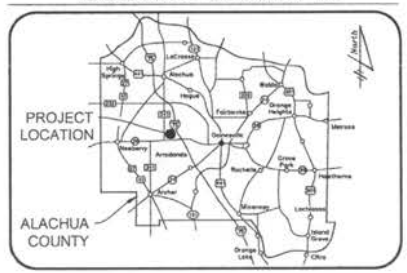
PROVIDED:

1. ON-STREET PARKING WILL BE PROVIDED THROUGHOUT THE DEVELOPMENT AS REQUIRED BY POLICY 1.4.8 OF THE FUTURE LAND USE ELEMENT AND SECTION 407.86 (a)4 OF THE UNIFIED LAND DEVELOPMENT CODE. ALL DETAILS (NUMBER, LOCATION, ETC.) FOR ON-STREET PARKING WILL BE DETERMINED DURING FINAL REVIEW OF THE DEVELOPMENT.

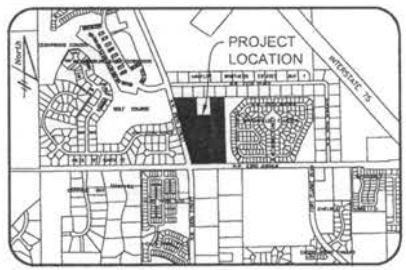
TREE CANOPY

EXISTING TREE CANOPY:	19.45 ACRES
5% TREE CANOPY RETENTION (REQUIRED):	0.97 ACRES
TREE CANOPY RETENTION (PROVIDED):	4.08 ACRES
TREE CANOPY TO BE REMOVED:	15.37 ACRES

GENERAL COUNTY WIDE LOCATION MAP



VICINITY MAP



DRAWING INDEX

SHEET NO.	DRAWING TITLE
C0.00	COVER SHEET
SP1.00	PRELIMINARY GENERAL SITE DEVELOPMENT PLAN
SP2.00	PRELIMINARY OPEN SPACE PLAN
SP2.01	PRELIMINARY OPEN SPACE PLAN (PER COUNTY ARBORIST AND EPD)
SP3.00	PRELIMINARY TRANSPORTATION NETWORK & UTILITY PLAN
SP4.00	PRELIMINARY STORMWATER MANAGEMENT PLAN
SHEET 1 OF 3	BOUNDARY & TOPOGRAPHIC SURVEY (BOUNDARY)
SHEET 2 OF 3	BOUNDARY & TOPOGRAPHIC SURVEY (TOPO)
SHEET 3 OF 3	BOUNDARY & TOPOGRAPHIC SURVEY (TREES)

CONTACT INFORMATION

1. OWNER:
KEEN BROTHERS PARTNERSHIP
10453 OLDMAN DRIVE
TAMPA, FL 33618

2. DEVELOPER:
23 WEST PARTNERSHIP, LLC
3579 S.W. 87TH DRIVE
GAINESVILLE, FL 32608
PH: 352.333.4333
FAX: 352.333.4535
EMAIL: kevin@d-dmgconstruction.org

3. CONSULTANT (ENGINEER/PLANNER, SURVEYOR):
JANICE L FILSON, PE
WILTON F JARVIS, PE
2579 S.W. 87TH DRIVE, SUITE 100
GAINESVILLE, FL 32608
PH: 352.378.7022
FAX: 352.335.9432
EMAIL: nathanjarvis@jfi-onl.com

4. SURVEYOR:
FLORIDA SURVEYING & MAPPING, INC.
307 S.E. CONDOR GLEN
HIGH SPRINGS, FL 32643
PH: 386.454.8147
EMAIL: flmmcarrington@gmail.com

5. GEOLOGIST:
ECOSYSTEM RESEARCH CORP
PETER M. WALLACE
3808 N.W. 143rd AVENUE
GAINESVILLE, FL 32609
PH: 386.462.3505
EMAIL: pete@ecosys.net

DEVELOPMENT DATA

1. DENSITY:

	ALLOWABLE RESIDENTIAL DENSITY	PROVIDED RESIDENTIAL DENSITY +
VILLAGE CENTER	MINIMUM 4 DU/AC	6 DU/AC
	MAXIMUM 8 DU/AC	8 DU/AC
TRANSIT SUPPORTIVE AREA (OUTSIDE VILLAGE CENTER)	MINIMUM 4 DU/AC	N/A
	MAXIMUM 4 DU/AC	N/A
OUTSIDE TRANSIT SUPPORTIVE AREA	CONSISTENT WITH UNDERLYING FUTURE LAND USE	N/A

2. INTENSITY:

	REQUIRED NON-RESIDENTIAL INTENSITY	PROVIDED NON-RESIDENTIAL + INTENSITY
BASE	10,000 S.F.	10,000 S.F. + +
SQUARE FOOTAGE PER DWELLING UNIT	50 – 300 S.F.	34,800 S.F. + +
ACHIEVE 100% MAXIMUM DENSITY OF UNDERLYING FUTURE LAND USE	10,500 S.F.	10,500 S.F.
FOR 1 DU/AC ABOVE UNDERLYING FUTURE LAND USE MAXIMUM DENSITY FOR LOW DENSITY RESIDENTIAL LAND USE	10,500 S.F.	43,000 S.F.

+ THE FOLLOWING "PROPOSED RESIDENTIAL UNITS & NON-RESIDENTIAL USES" TABLE DETAILS THE PROPOSED DENSITIES AND INTENSITIES AT BUILD OUT OF THE DEVELOPMENT.

++ A MINIMUM OF 35% OF THE NON-RESIDENTIAL USES WILL BE RETAIL/COMMERCIAL USES BUT WILL NOT EXCEED 75% OF THE NON-RESIDENTIAL USES.

3. MIX OF USES FOR VILLAGE CENTER AND TRANSIT SUPPORTIVE AREA:

REQUIRED: A. A MINIMUM OF 50% OF NON-RESIDENTIAL SQUARE FOOTAGE SHALL BE PROVIDED WITHIN THE VILLAGE CENTER.
B. A MAXIMUM OF 50% OF NON-RESIDENTIAL USES ALLOWED MAY BE LOCATED OUTSIDE THE VILLAGE CENTER AND WITHIN THE TRANSIT SUPPORTIVE AREA.
C. A MINIMUM OF 35% OF THE TOTAL APPROVED NON-RESIDENTIAL SQUARE FOOTAGE MUST BE IN A MULTI-STORY BUILDING CONTAINING MULTIPLE USES.

PROVIDED: A. THE DEVELOPMENT PROPOSES A TOTAL OF 84,800 S.F. OF NON-RESIDENTIAL USES WITH 84,800 S.F. (100%) LOCATED WITHIN THE VILLAGE CENTER.
B. THE ENTIRE PROJECT WILL BE LOCATED WITHIN THE LIMITS OF THE VILLAGE CENTER.
C. THE DEVELOPMENT WILL PROVIDE A MINIMUM OF 35% OF THE ACTUAL BUILT NON-RESIDENTIAL SQUARE FOOTAGE IN MULTI-STORY BUILDINGS WITH MULTIPLE USES.

4. PROPOSED RESIDENTIAL UNITS & NON-RESIDENTIAL USES:

	BUILD-OUT 2011 – 2015
VILLAGE CENTER ACREAGE	21.78 ACRES
RESIDENTIAL UNITS	174 DU
NON-RESIDENTIAL UNITS	84,800 S.F.
MINIMUM REQUIRED NON-RESIDENTIAL USES OTHER THAN COMMERCIAL	23,764 S.F.
MAXIMUM ALLOWABLE NON-RESIDENTIAL USES OTHER THAN COMMERCIAL	71,112 S.F.
MINIMUM REQUIRED COMMERCIAL USES	23,764 S.F.
MAXIMUM ALLOWABLE COMMERCIAL USES	71,112 S.F.
NON-RESIDENTIAL USES REQUIRED VERTICAL MIX	23,764 S.F.
MAXIMUM SINGLE TENANT NON-RESIDENTIAL USE	47,426 S.F.
MAXIMUM RESIDENTIAL UNITS ALLOWED BEFORE NON-RESIDENTIAL	87 DU
MAXIMUM NON-RESIDENTIAL USES ALLOWED BEFORE RESIDENTIAL UNITS	47,426 S.F.
MINIMUM RESIDENTIAL UNITS REQUIRED IN VILLAGE CENTER	87 DU
RESIDENTIAL UNITS PROPOSED IN VILLAGE CENTER	174 DU
MINIMUM NON-RESIDENTIAL USES REQUIRED IN VILLAGE CENTER	84,356 S.F.
NON-RESIDENTIAL USES PROPOSED IN VILLAGE CENTER	84,800 S.F.

A. PROPOSED RESIDENTIAL UNITS AND NON-RESIDENTIAL USES WITHIN THE VILLAGE CENTER MAY BE MODIFIED BY THE DEVELOPER TO ADJUST TO MARKET CONDITIONS SO LONG AS THE MINIMUM REQUIRED RESIDENTIAL UNITS AND NON-RESIDENTIAL USES WITHIN THE VILLAGE CENTER ARE ACHIEVED. EACH FINAL PLAN SUBMITTAL SHALL INCLUDE AN ANALYSIS TO MONITOR THAT THE DEVELOPMENT IS ACHIEVING THE REQUIRED THRESHOLDS.

B. RESIDENTIAL USES INCLUDE: SINGLE-FAMILY DETACHED, SINGLE-FAMILY ATTACHED, APARTMENTS, FLATS, LOFTS, STUDIOS, CITY HOMES, TOWNHOUSES, LIVE/WORK, ASSISTED AND CONGREGATE CARE LIVING FACILITY

C. NON-RESIDENTIAL USES OTHER THAN RETAIL INCLUDE: OFFICE, LIMITED INDUSTRIAL, RECREATION AND CIVIC USES

D. EXCLUSIVELY NON-RESIDENTIAL USES (NO LIMIT ON ALLOWABLE SQUARE FOOTAGE) FOR CIVIC USES SUCH AS PARKS, RECREATION, RELIGIOUS, EDUCATIONAL, GOVERNMENT AND COMMUNITY CENTERS

E. NON-RESIDENTIAL USES (NO LIMIT ON AMOUNT): OUTDOOR SEATING AND LIVE/WORK STUDIOS

#	ITEM	ACRES	SQUARE FEET (S.F.)	PERCENT (%)
	TOTAL PROJECT AREA	31.78	947,869.80	100.00
	VILLAGE CENTER	21.78	947,869.80	100.00
	COMMUNITY GREEN SPACES	1.73	75,359.88	7.95
	BUFFERS	1.59	69,696.00	7.35
	EXISTING ACCESS EASEMENT	0.39	16,988.40	1.79
	STORMWATER MANAGEMENT AREAS	3.71	116,947.89	12.45
	RIGHT-OF-WAY AREA	6.79	252,212.49	26.61
	PROPOSED IMPERVIOUS AREA	15.87	682,986.00	72.01

REVISIONS:	DESCRIPTION	DATE	BY
1	ALACHUA COUNTY COMMENTS	11/30/2010	WJJ/MF
2	ALACHUA COUNTY COMMENTS	1/14/2011	WJJ/MF

DESIGNED BY:	WJJ	
DRAWN BY:	MAF	
CHECKED BY:	WJJ	
APPROVED BY:	WJJ	

SHEET TITLE: COVER SHEET

SITE ENGINEERING PLANS FOR: 23 WEST ALACHUA, COUNTY

DO NOT SCALE THIS DRAWING

JANICE L. FILSON, P.E., INC.
WILTON F. JARVIS, P.E.
CONSULTING ENGINEERS
2579 SW 87th Drive, Suite 100 • Gainesville, FL 32608
Phone: 352.378.7022 • Fax: 352.335.9432
email: wjarvis@jfi-onl.com

Jarvis & Filson, Inc.
Certificate of Authorization No. 26458

Walter Jarvis, P.E.
Florida P.E. No.: 69181

PROJECT NO.: 09-013

SCALE: AS SHOWN

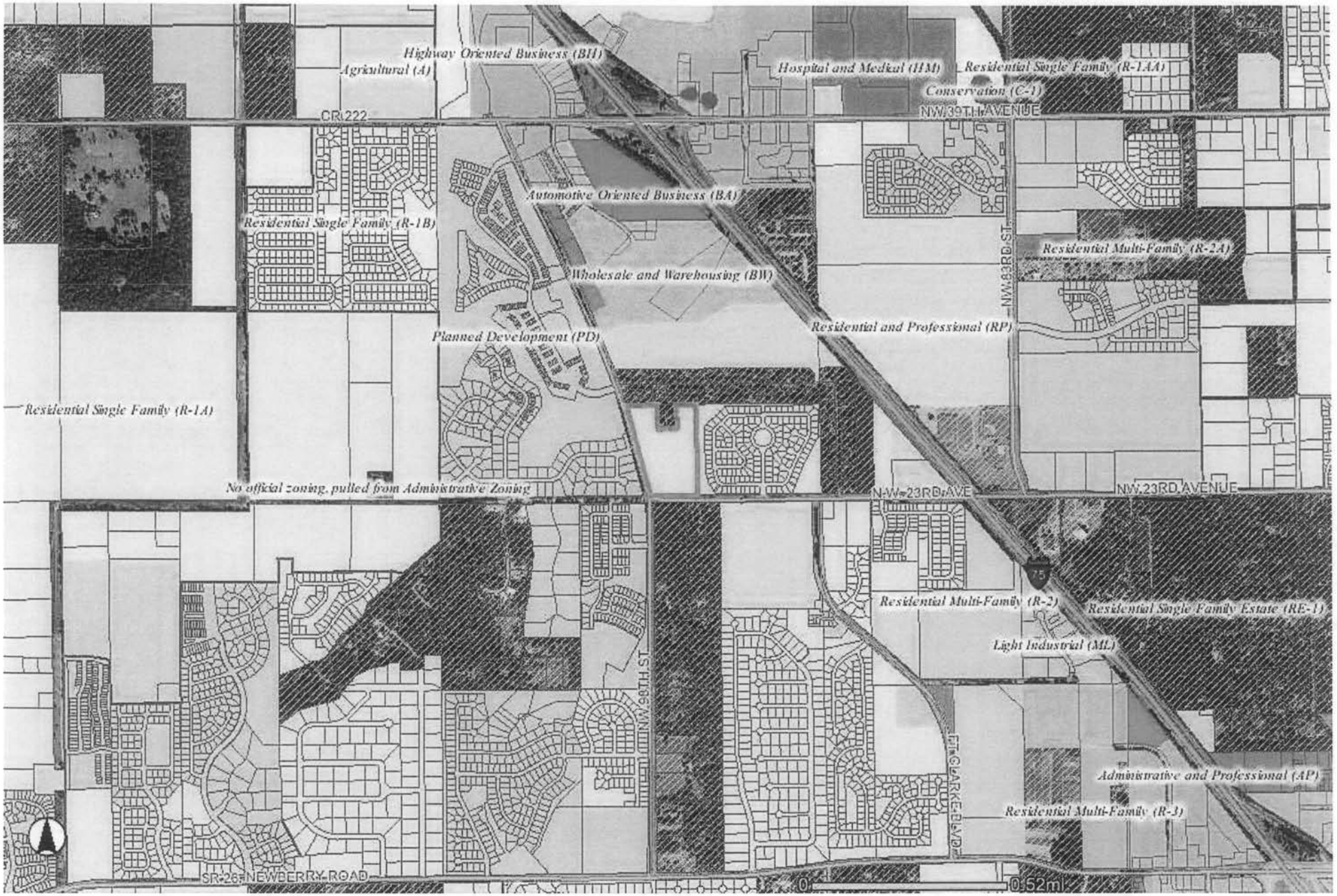
DATE: AUGUST 2010

DRAWING: C0.00

C:\Users\wfarson\Desktop\Work\Jarvis\Alachua\09-013 sp00.dwg, Plotted: May 24, 2011 - 1:09pm by wfarson

6235-17
6235-19
6235-20
6235-21
6235-22
6235-23
6235-24
6235-25
6234-3
6234-5
6234-130-87
6234-130-88
6234-130-89
6234-130-90
6234-130-91
6234-130-94
6234-130-93
6234-140-119
6234-140-118
6234-130-92
6234-140-127
6234-140-128
6234-140-117
6234-140-120
6234-140-126
6234-140-129
6234-140-116
6234-140-121
6234-140-125
6234-140-115
6234-140-123
6234-140-122
6234-140-124
6234-140-114
6234-130
6234-140-113
6234-140-157
6234-140-158
6234-140-156
6234-140-159
6234-140-112
6234-140-154
6234-140-111
6234-140-151
6234-140-153
6234-140-152
6234-140-110
6234-140-140
6234-140-109
6234-140-141
6234-140-143
6234-140-142
6234-140-108
6234-140-144
6234-140-146
6234-140-107
6234-140-145
6234-140-106
6234-140-102
6234-140-103
6234-140-105
6234-140-101
6234-140-104
6234-140
6236-1
6236-4
6236-3
6236-2
6236-45
6236-42
6236-43
6236-44
6234
6250-1
6250-4
6250-3
6250-2
6250-12
6250-7
6250-8
6250-9
6250-10
6250-11
NW 58th St
N.W. 23RD AVE
0
0.066mi
6303-15

23a


Highway Oriented Business (BH)
Agricultural (A)
Hospital and Medical (HM)
Residential Single Family (R-1AA)
Conservation (C-1)
NW 39TH AVENUE
CR 222
Automotive Oriented Business (BA)
Residential Single Family (R-1B)
NW 83RD ST
Residential Multi-Family (R-2A)
Wholesale and Warehousing (BW)
Residential and Professional (RP)
Planned Development (PD)
Residential Single Family (R-1A)
No official zoning, pulled from Administrative Zoning
NW 23RD AVE
NW 23RD AVENUE
Residential Multi-Family (R-2)
Residential Single Family Estate (RE-1)
Light Industrial (ML)
NW 98TH ST
FT CLARKE BLVD
Administrative and Professional (AP)
Residential Multi-Family (R-3)
SR-26 NEWBERRY ROAD
0
0.52mi

23 West Traditional Neighborhood Development (TND)

Preliminary Development Plan

Board of County Commissioners

June 28, 2011

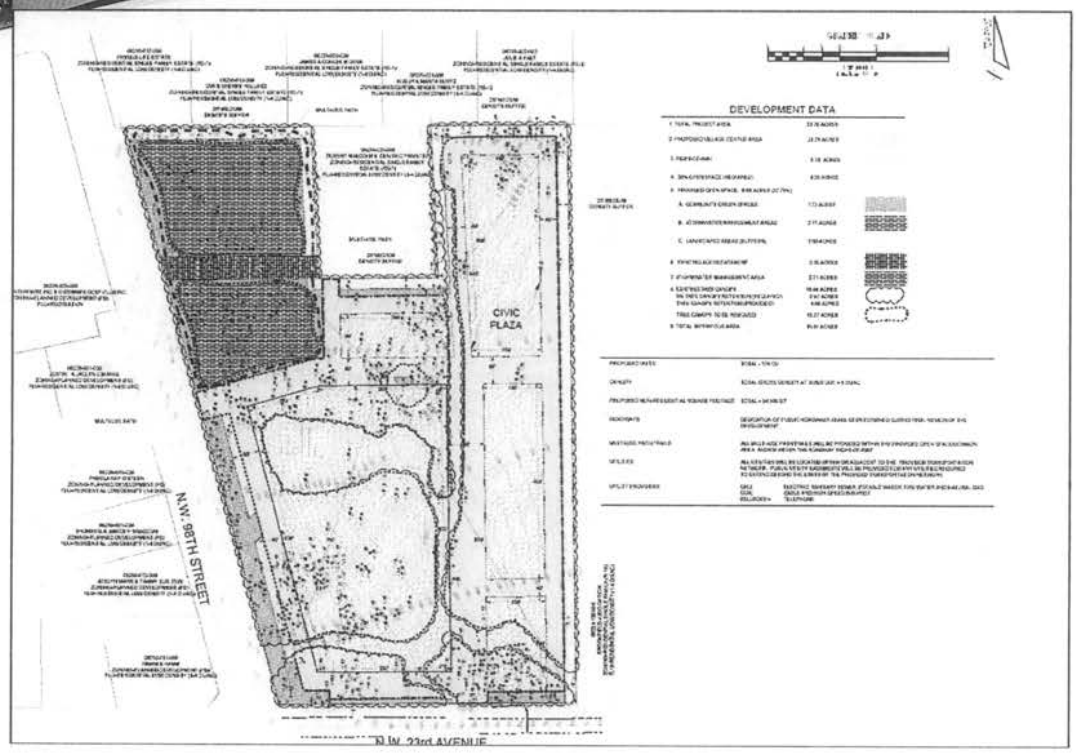
Description

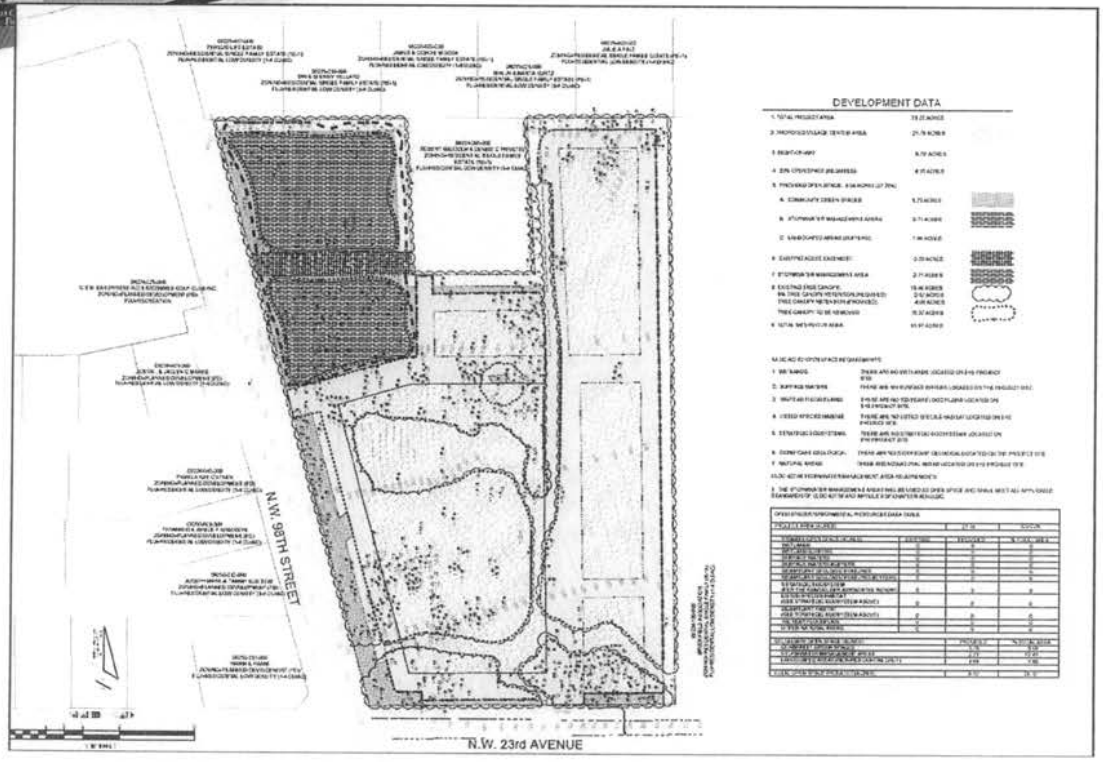
- 174 residential units
- 94,800sf non-residential
- Location:2501 NW 98th Street
- Zoning District: R-1a
- Future Land Use: Low Density Residential

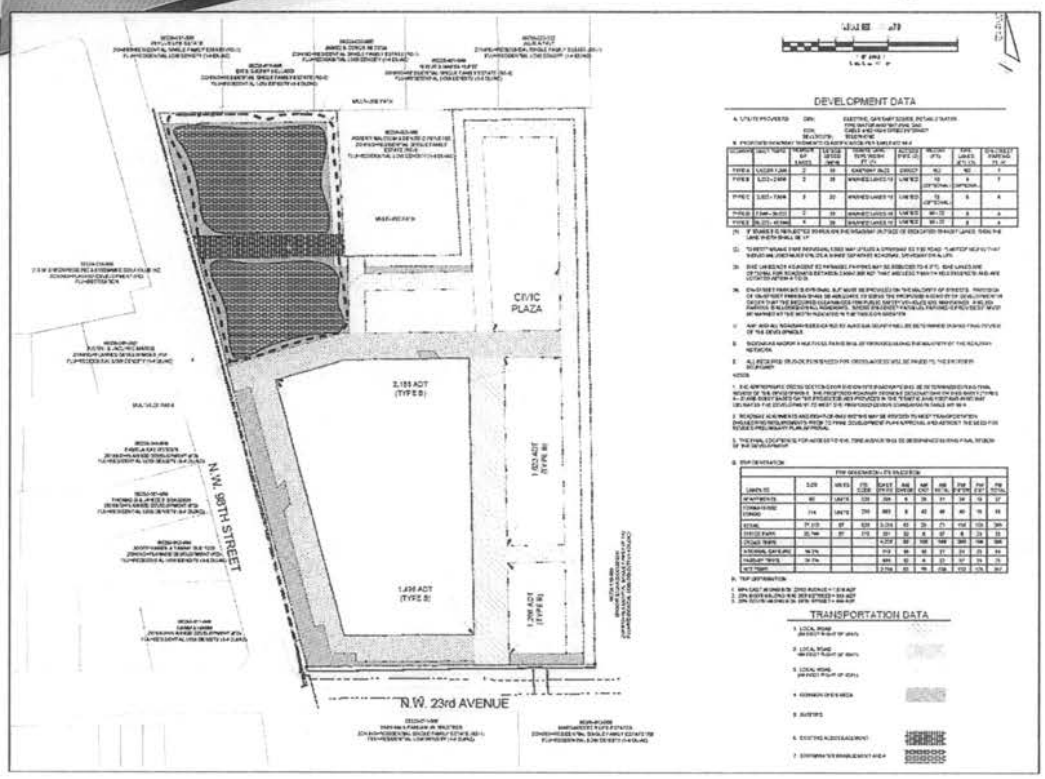
June 28, 2011

Agricultural (A)
Highway Oriented Business (BH)
Hospital and Medical (HM)
Residential Single Family (R-1AA)
Conservation (C-1)
NW 98TH AVENUE
CR 232
Residential Single Family (R-1B)
Automotive Oriented Business (BA)
Residential Multi-Family (R-2A)
NW 83RD BLVD
Wholesale and Warehousing (BW)
Residential and Professional (RP)
Planned Development (PD)
Residential Single Family (R-1A)
No official zoning, pulled from Administrative Zoning
NW 23RD AVENUE
NW 23RD AVENUE
Residential Multi-Family (R-2)
Residential Single Family Estate (RE-1)
Light Industrial (MA)
Administrative and Professional (AP)
Residential Multi-Family (R-3)
NEWBERRY ROAD
0.052mi

6235-17
6235-19
6235-20
6235-21
6235-22
6235-23
6235-24
6235-25
6234-3
6234-5
6234-130-87
6234-130-88
6234-130-89
6234-130-90
6234-130-91
6234-130-94
6234-130-93
6234-140-119
6234-140-127
6234-140-118
6234-140-128
6234-130-92
6234-140-117
6234-140-120
6234-140-126
6234-140-129
6234-140-116
6234-140-121
6234-140-125
6234-140-115
6234-140-123
6234-140-122
6234-140-124
6234-140-114
6234-130
6234-140-113
6234-140-157
6234-140-158
6234-140-156
6234-140-159
6234-140-112
6234-140-154
6234-140-111
6234-140-151
6234-140-153
6234-140-152
6234-140-110
6234-140-109
6234-140-141
6234-140-143
6234-140-142
6234-140-108
6234-140-144
6234-140-146
6234-140-107
6234-140-145
6234-140-106
6234-140-102
6234-140-103
6234-140-105
6234-140-101
6234-140-104
6234-140
6236-4
6236-3
6236-2
6236-1
6236-42
6236-43
6236-44
6236-45
6234
6250-1
6250-4
6250-3
6250-2
6250-12
6250-7
6250-8
6250-9
6250-10
6250-11
0
0.066mi
6303-15


CIVIC PLAZA
N.W. 98TH STREET
N.W. 23rd AVENUE
DEVELOPMENT DATA


N.W. 98TH STREET
N.W. 23rd AVENUE
DEVELOPMENT DATA



Staff Recommendation

- Preliminary Development Plan for 23 West TND is consistent with:
  - Comprehensive Plan
  - Unified Land Development Code
- Staff recommends approval of the Preliminary Development Plan for 23 West TND.
- Staff recommends approval of the Multi-Modal Transportation Mitigation Agreement for 23 West TND.

Gmail by Google

andy seltzer <seltzerandy@gmail.com>

24 West Development

1 message

Bryan Harned <bbharned@gmail.com> **Tue, Jun 28, 2011 at 3:37 PM**
To: andy seltzer <seltzerandy@gmail.com>

Andy,

Thank you for reaching out to me about the planned development of the corner at NW 23rd and 98th. As a resident in The Hills of Santa Fe subdivision I have to say that I am concerned. While I am open to residential development I worry that commercial and over development could have a negative affect on the area.

Adding commercial property to the area would increase traffic, garbage, noise, possible flooding/run off and many other factors that could reduce the property value and neighborhood feel of the area I proudly purchased a home in. Lastly, concerns of safety would also rise for many children walking to school at near by Fort Clarke and Hidden Oaks.

Please use my concerns to help illustrate the concerns of the surrounding community and thank you.

Sincerely,

Bryan Harned
Home owner
Hills of Santa Fe

RECEIVED
06-27-11
AC Growth Mgt.

Alachua County
Department of Growth Management
10 SW 2nd Ave, Third Floor
Gainesville, Florida 32601-6294

To the Board of County Commissioners,

I am writing this letter in response to a request for comments concerning the Notice of Application for the 23 West Traditional Neigaborhood Development (TND). I am a property owner that resides in the immediate vicinity of this area (9921 NW 24th Place) and am directly affected by the proposed development. While I do not have any objections to the placement of the development in this area, I am concerned over the lack of planning for the sudden increase in traffic and population density that is likely to result from converting a low-density residential area into a multi-family residential/possible mixed-use area. Specific concerns for this development are expressed below.

1. The proposed exits for the 23 West TND are located along two-lane roads (NW 98th Street and NW 23rd Avenue). It is likely that the 174 housing units would greatly increase traffic along these roads. This is especially true during the mornings and early afternoon, as these roads also comprise two of the three access corridors to Fort Clarke Middle School and Hidden Oak Elementary. Currently, NW 23rd Avenue has very short turning lanes into Fort Clarke Middle School from the west- and eastbound lanes and traffic usually backs up quickly in both directions. It is likely that turn lanes would need to be extended to accommodate the larger volume of expected traffic. Additionally, there is no left-hand turn lane into the Hills of Santa Fe development on NW 98th Street. This would probably need to change as southbound traffic already holds up the northbound lane for left-hand turns into the development.

2. Traffic on NW 98th Street is often backed up to the VA Medical Center awaiting access to NW 39th Avenue during rush hours. Additional traffic on this road is expected since it is the only available corridor to access NW 39th Avenue in this area. Additional rush hour back up may actually prevent cars from the 23 West TND from having adequate space to exit onto NW 98th Street. Therefore, NW 98th Street may need to be widened to handle the additional traffic.

3. The proposed exits for the 23 West TND are located within (NW 23rd Avenue) and within 10 feet (NW 98th Street) of an elementary and middle school zone. The speed limit through these areas is 20 mph for most of the morning and afternoon. It is uncertain how the large volume of vehicles

attempting to exit into school zones and directly across from a middle school will affect traffic.

4. Hidden Oak Elementary has informed parents that they are nearly "at capacity" for the number of instructors currently employed. The 174 residential units would likely bring more students to Hidden Oak Elementary and Fort Clarke Middle School. It is unclear if the schools will be provided with the funding with adequate time to accommodate these extra students appropriately, or if a redistricting will occur.

I encourage the Board of County Commissioners to consider these consequences when evaluating the application. Advance planning for the increase in population appears necessary to prevent the cost of expansion from reverting to the taxpayers. If you have any further questions regarding these comments, please feel free to contact me. Thank you for your consideration.

Regards,

Leah Stuchal
9921 NW 24th PL
Gainesville, FL 32606
352-379-1647
lstuchal@ufl.edu

2221 NW 97th Street
Gainesville, Fl 32606

RECEIVED
06-21-11
A C Growth Mgt.

20 June 2011

Alachua County Department of Growth Management
10 S.W. 2nd Avenue, Third Floor,
Gainesville, FL 32601-6294

Re: Notice of Application: 23 West Traditional Neighborhood Development (TND)

To whom it may concern:

I have reviewed the Priliminary General Site Development Plan. I am dismayed by the lack of information and poorly presented illustration of the plan. It appears as though the original site plan was reduced for the purpose of mailing to vicinity property owners. As a result, there is no clarity which makes any logical assessment almost impossible. In fact, the areas depicted by different symbols appears to have been done by an overly enthraled landscape architect.

How can anyone evaluate the proposed development without a definitive roadway plan that indicates traffic flow conditions, turning movements, projected future traffic volumes, locations for ingress and egress to and from the development?

What is the anticipated purpose and projected utilization of the area? Why has the Department of Growth Management failed to supply supplementary information to answer some of these questions which are essential for clarity and understanding.

My initial impression of the development is that occupants will be primarily students. I question the viability of the village center considering the close proximity to shopping areas on Newberry Road and 39th Avenue.

In summary, how can you expect me to attend the public hearing and make rational statements without having prior detailed project information.

Sincerely,

Byron E. Ruth

Byron E. Ruth

June 28, 2011 Regular BoCC Meeting
Agenda Item #26

Title
Child Sexual Predator Task Force (CSPTF) Grant Application (Amended)

Amount
$71,952.00

Description
Request approval of the Child Sexual Predator Task Force grant application and all required documents to accept the award, request adoption of the resolution and request approval of the budget amendment.

Recommendation
Approve the Alachua County Sheriff's Office Child Sexual Predator Task Force grant application and authorize the Chair to sign all required documents to accept the award and implement the grant. Adopt the resolution and approve the budget amendment. Include all documents in the Board minutes.

Alternative(s)
Do not accept the grant application and $71,952.

Requested By
Kelly Amerson

Originating Department
Alachua County Sheriff's Office

Attachment(s) Description
CSPTF program narrative, budget narrative, review narrative, abstract, budget amendment and resolution.

Documents Requiring Action
Acceptance of the grant application, adopt the resolution, approve the budget amendment,

Executive Summary
The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42.U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Background
Each year the Alachua County receives a direct award based on population and the Uniform Crime Reports. With these funds the Sheriff's Office is applying for funds to purchase the equipment needed start a Child Sexual Predator Task Force.

Issues
We must meet the June 30th grant deadline.

Fiscal Recommendation
Approve grant application.

Fiscal Alternative(s)
Do not approve grant application.

Funding Sources
U.S. Department of Justice

Account Code(s)
TBA

Attachment: CSPTFAbstract04.pdf
Attachment: reviewnarrative03.pdf
Attachment: CSPTFbudgetamendment.pdf
Attachment: CSPTFProgramNarrative01.pdf
Attachment: Resolution1112.pdf
Attachment: BudgetBudgetNarrative02.pdf

Resolution 11-68

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING A GRANT FUND TO BE ENTITLED "FY 2011 & 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM LOCAL SOLICITATION" TO ADMINISTER REVENUES RECEIVED FROM FEDERAL GRANTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to establish a new fund entitled "FY 2011 & 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM LOCAL SOLICITATION" to account for and administer Federal grant revenues;

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

1. That establishment of the "FY 2011 & 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM LOCAL SOLICITATION" fund be, and the same is hereby, approved.

2. That the fiscal year 2011-12 budget for the "FY 2011 & 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM LOCAL SOLICITATION" fund is hereby established as reflected in the budget amendment attached hereto as Exhibit A. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

3. That this resolution shall take effect immediately, upon its adoption.

DULY ADOPTED in regular session, this 28th 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

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

CHECK ONE: ✓ TRANSFER

✓ AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BK11-185
GROUP NUMBER	5480
PERIOD/DATE	09/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER			REVENUES (+/-)	EXPENSES (+/-)
1	BJA Byrne Grant (JAG)	Sheriff	Intergovernmental Revenue	49	7190	3312000	71,952.00	
2	BJA Byrne Grant (JAG)	Sheriff	Expense Transfer Out	49	7190	5819192		42,410.00
3	BJA Byrne Grant (JAG)	Sheriff	Operating Transfer Out	49	7190	5819193		29,542.00
4								
5								
6				-	-			
7				-	-			
8				-	-			
9				-	-			
10				-	-			
11				-	-			
12				-	-			
13				-	-			
14				-	-			
15				-	-			
16				-	-			
17				-	-			
						AMENDMENT/TRANSFER TOTALS	71,952.00	71,952.00
						COMBINED TOTAL		143,904.00

NOTE: TO INCREASE REVENUE OR EXPENSE = POSITIVE NUMBER, TO DECREASE REVENUE OR EXPENSE = NEGATIVE NUMBER.
USE WHOLE DOLLARS ONLY.

PURPOSE: Unanticipated Revenue (Federal Grant) from Bureau of Justcie Assistance (BJA) for Edward Byrne (JAG) Grant.

REQUESTED BY: Sadie Darnell
ELECTED OFFICIAL OR DEPARTMENT HEAD — DATE

APPROVED BY: Suzanne Gaston
DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET — DATE

APPROVED BY:
CHAIRMAN OR COUNTY MANAGER — DATE

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 JUL 14 PM 4 47

REV 10/10/96

PROGRAM NARRATIVE
(Attachment 1)

ALACHUA COUNTY SHERIFF'S OFFICE
CHILD SEXUAL PREDATOR TASK FORCE

Type of Program: Law Enforcement Program

Program Justification

Last year, a 62 year old male, in Alachua County, Florida, was sentenced to 240 months in federal prison followed by a lifetime on supervised release for the receipt, distribution and possession of child pornography. Evidence introduced at sentencing established the offender used a peer-to-peer file sharing program to receive and distribute child pornography over the Internet. A federal search warrant was executed at his business and the warrant found that the offender was in possession of computers containing over 60,000 images and videos of child pornography. A number of the images depicted infants, and involved sadistic and masochistic conduct. The Offender was living Alachua County under an alias after having fled from California in 1982 from charges related to the sexual exploitation of a 10-year-old child.

Additionally, during the first quarter of 2011, 202 people viewed child pornography, including 95 within the city of Gainesville, 52 in the city of High Springs, 44 in the city of Alachua with the remainder being throughout the County. Local investigative resources are limited and a small percentage of the incidents were investigated. Implementing the CSPTF will enable the ACSO to investigate these incidents and to monitor the numerous websites and chat rooms that go virtually unwatched by parents and law enforcement.

These cases and many others have brought attention for the need to enhance the fight against child sexual exploitation and abuse in Alachua County.

Currently, one Detective is assigned to the Patrol Division's COPS Unit and is charged with the county-wide sex offender registry program responsible for monitoring 377 registered offender and investigations. Of these registered sexual offenders, 340 are classified as "Sex Offenders", 35 are classified as "Sexual Predators" and 2 are classified as "Juvenile Sex Offenders". Of these 377 registered sexual offenders residing within Alachua County, 276 have a qualifying offense, or a subsequent conviction after being designated as a sex offender, where their victim was a minor, under the age of 18. Over the course of the past 12 months, 805 registered sex offender residence verifications have been conducted within the boundaries of Alachua County, directly resulting in 41 active criminal investigations initiated by the Alachua County Sheriff's Office.

Our cases are initiated in several different manners but most begin with a report to law enforcement or a child abuse report to the Department of Children & Families using techniques unique to child victims. We have past and several open investigations relating to adults soliciting juveniles to engage in inappropriate texting, "sexting", making arrangements for face to face meetings and cases of actual sexual abuse. Detectives work in a cooperative/collaborative multi-disciplinary team format with other governmental and non-governmental partners.

Project Goals/Objectives

Goal 1: To reduce child endangerment in Alachua County through immediate and long-term proactive investigative and informational/educational techniques. This goal is expected to be reached through community-education programs, community-based "cybercrimes" and sexual offense reporting measures, and an increased focus on sexual predators/offenders operating within Alachua County through cooperation with state, local, federal, and multi-jurisdictional law enforcement personnel and prosecutors.

Objective 1: The Alachua County Sheriff's Office Child Sexual Predator Task Force will identify sexual predators/offenders operating within and traveling to Alachua County through: proactive, Internet-based investigative measures; the assistance of community awareness programs and education; inter-agency and multi-jurisdictional cooperation, including federal, state and local enforcement agencies and task forces; and the use of multi-disciplinary community service providers.

Objective 2: Using the S.A.R.A. model of problem solving, once a sexual predator/offender has been identified, Deputy Marshals, ICAC-affiliated agencies, and CSPTF Detectives will work together to assess the problems. Depending on the urgency of the situation, CSPTF will conduct proactive investigations using strategic planning, analysis, and investigative tools to devise an operation plan to respond to the crime. Once a sexual predator/offender has been identified, and their criminal acts are confirmed to have occurred within Alachua County, the U.S. Attorney's Office and the State of Florida 8th Judicial Circuit State Attorney's Office will be consulted to determine if Federal or State prosecution is preferential in deterring future criminal acts by the sexual predators/offenders. (The U.S. Attorney's Office and the State of Florida 8th Judicial

Circuit State Attorney's Office have agreed to enhance the training for Detectives in making an effective case for prosecution. Both Attorney's Offices will also work together to enforce sex offender registration laws through the prosecution of offenders.)

Goal 2: Enhance the Sexual Predator/Offender Registration Program.

Objective 1: The CSPTF will join forces with the Gainesville Police Department, the ICAC North Florida Regional Task Force, and an Alachua County detective already assigned to the task of monitoring registered child sexual predators and offenders to enhance the proactive identification and apprehension of new and repeat child sexual predators/offenders. The CPSTF will focus primarily upon the proactive measures needed to successfully prosecute such offenses with an emphasis on Internet-based operations designed to prevent sexual predators/offenders from gaining actual access to potential child victims. The Alachua County Sheriff's Office will purchase Visual Pro licenses to obtain access to Gainesville Police Department's Sexual Predator Tacking system. The system will provide real-time location of sexual predators/offenders housing location and identify through red, yellow and green warning lights if the sexual predator/offender is in compliance with federal and state laws for registering. The system is updated automatically and gives all Deputies the ability to enforce registration of sexual predators/offenders.

Building Relationships and Solving Problems

The Alachua County Sheriff's Office has existing partnerships with the below agencies and non-profits:

1. **United States Marshals Service** – locating sexual predators through their network and will provide personnel to assist ACSO in compliance checks, and roundup investigations.
2. **U.S. Attorney's Office** – federal prosecutions and warrants.
3. **State of Florida 8th Judicial Circuit State Attorney's** – state prosecutions and warrants.
    a. Both will assist in training law enforcement on effective investigations and prosecutions and will participate in training relevant to the forensic issues arising in these prosecutions.
4. **Gainesville Police Department** – Currently hosts the North Florida ICAC and the Sheriff's Office has a full-time Detective assigned to the ICAC.
5. **Child Advocacy Center of Gainesville** - social workers and medical staff who provide forensic evaluations of children and interventions.
6. **Gainesville area Child Protection Team** - provide a child-friendly, safe and supportive environment for abused and neglected children through a colloaborative effort.
7. **National Center for Missing and Exploited Children (NCMEC)** - will provide assistance with child sexual exploitation cases and assist in investigating cases of child sexual exploitation that may require specialized technical skills outside the scope of usual investigation methods.
8. **Department of Justice's** Scanning, Analyze, Response, Assessment model ("SARA") will guide the CSPTF's efforts in locating, arresting and prosecuting child sexual predators and offenders. Crime prevention is not *only* the job of the law enforcement but a shared responsibility of the community, which upholds the Community Policing

model. Their assistance in documenting confirmed child abuse and exploitation digital image and movie files, and referencing of previously-unknown digital image and movie files involving child abuse and exploitation is mandated. The CSPTF will ensure that all such digital image and movie files are submitted to NCMEC for analysis and documentation.

Scanning: "Registered Predator and Offenders_map.pdf" (Attachment A), identifies predators and offenders who have a temporary or permanent address in Alachua County. In many cases, perpetrators utilize Internet-based conversation of a sexual nature with a juvenile or try to entice them into meeting them for the purpose of engaging in sexual activities. The CSPTF will conduct online investigations in an effort to *prevent* sexual predators from gaining actual contact with potential child victims.

Analysis: The Warrants Bureau receives, processes, and serves all Sexual Predator warrants in Alachua County. Sexual Predator Detectives work to remove these predators from our streets. The ACSO Warrants Bureau ongoing association with the United States Marshal's Task Force allows us to search for these offenders throughout the region, giving us access to cross county and state lines to arrest offenders.

Response: Using the crime triangle to focus on immediate conditions (victim/offender/location), the CSPTF will focus on operational details, training of law enforcement and the community developing solutions to bring about lasting reductions in the number and extent of sexual predators and offenders.

Assessment: The CSPTF will use both quantitative and qualitative indicators to assess and track the effectiveness by identifying key activities and milestones, concentrating on the increase of successful identification and prosecution of sexual predators. The evaluations will include a

statistical analysis on the identification and arrest of sexual predators and offenders, as well as an analysis of the successful prosecution rates (both state and federal) of those predators/offenders targeted by the CSPTF.

Tactical Operations

The Task Force will take several approaches to locating, arresting and prosecuting child sexual predators in Alachua County. Strategic operations will be used to locate sexual predators. Operations will include proactive Internet-based operations designed to identify predators attempting to engage in the enticement of children for sex, attempts to meet with children for sex, the exchange of sexually-explicit materials, and the production/distribution of child pornography.

On a quarterly basis, the CSP task force will initiate week-long undercover investigations that will target sexual predators who have committed crimes involving the sexual abuse or exploitation of children within Alachua County. Detectives will covertly pose as children/teens on chat rooms and other online forums; arresting those who violate state and federal laws. Depending on the nature of the case, the district U.S. Attorney's Office or the Office of the State Attorney for the Eight Judicial Circuit will prosecute. The CSPTF will also conduct online investigations designed to target sexual predators involved in the production/distribution of child pornography within Alachua County.

The CSPTF will review information received from the NCMEC, the Florida Department of Children & Families Services, law-enforcement agencies, required reporting individuals such as educators and medical professionals, and community-generated reports of illegal acts involving

the sexual abuse/exploitation of children. Detectives will conduct operations to lure sexual predators to houses, parks, school bus stops, shopping malls, etc. where child endangerment is believed to have occurred, is occurring, or may occur.

On a quarterly basis, an awareness campaign and educational training will be incorporated into the crime prevention with business owners on how to effectively monitor their sites for employees who may be viewing child pornography or engaging in illegal online sexual activities with children.

The CSPTF will participate in a National Family Violence Apprehension detail, a nationwide sweep to address child sexual exploitation crime.

In August, The CSPTF will attend the 2012 Crimes Against Children Conference which will provide technical assistance, educational material, and investigative techniques training for the detectives assigned to the CSPTF.

Within the first month of the grant year, CSP task force will receive Digital Evidence Acquisition Specialist Training Program and Seized Computer Evidence Recovery Specialist training through the Florida Law Enforcement Training Center. Through the CSPTF's forensic training, assistance will be provided to the affiliates of the ICAC North Florida Regional Task Force, the State of Florida 8th Judicial Circuit State Attorney's Office, the United State Attorney's Office, and the United States Marshals Service in forensic analysis of cases for prosecution.

The CSPTF will endeavor to enhance information-sharing between law enforcement and other service providers by hosting a training conference that will incorporate federal, state and local

law enforcement and government and non-profit multi-disciplinary service providers. The training will enhance understanding of investigative techniques and digital evidence forensics examination pertaining to: the arrest and prosecution of sexual predators/offenders; effective community awareness and reporting programs; and strategic problem solving, analysis and response development.

Coordination Efforts Involving JAG and Related Justice Funds

The CSPTF will utilize established collaborative partnerships with local news media to continue to: publish photos of registered sexual predators/offenders; inform the community of investigations leading to the arrest and/or prosecution of sexual predators/offenders; and disseminate information designed to strengthen community awareness and concern regarding sexual predators/offenders for the purpose of developing new leads or additional information to aid law enforcement in reducing the level of child endangerment in Alachua County.

The CSPTF will assist the Alachua County Sheriff's Office Public Information Bureau in providing education and training regarding sexual predators/offenders to non-governmental organizations and groups who request such services. Such entities may include, but are not limited to: Neighborhood Watch Groups, Homeowners Associations, Faith-based organizations, and businesses for which the primary clientele are minors (such as skating rinks and amusement arcades).

The CSPTF will continue to develop and establish agency relationships with area businesses through the business initiative by developing contacts and encouraging businesses to participate

in Business Watch programs which include the posting of flyers of registered sexual predators/offenders to alert customers and their children.

Through the utilization of diverse community partnerships, the CSPTF will encourage community participation to assist law enforcement in developing solutions to and proactively fighting against child endangerment in the form of sexual predators and offenders.

Community Partnerships and Support – Other Public Agencies

The CSPTF will pool resources with the United States Marshals Service (USMS) and the United States Attorney's Office (USAO) through formal partnerships for the purpose of apprehending and prosecuting offenders outside of the jurisdictional boundaries of Alachua County. The CSPTF will also utilize an established relationship with the State of Florida Eight Judicial Circuit State Attorney's Office for the prosecution of sexual predators/offenders whose criminal acts within Alachua County do not meet Federal guidelines for prosecution.

The CSPTF will provide information and assistance to the Internet Crimes Against Children (ICAC) North Florida Regional Task Force for the purpose of identifying and prosecuting sexual predators and offenders.

The CSPTF will work with local inter-disciplinary agencies such as the Child Advocacy Center (CAC) of Gainesville and the Gainesville area Child Protection Team (CPT). The CAC utilizes resources and personnel from area law enforcement agencies, counseling, state attorneys offices, victim advocacy services, Guardian Ad Litem offices, and medical professionals to work as a team to coordinate investigations and interventions for child victims of physical and sexual abuse. The CPT utilizes trained medical personnel and interviewers to conduct thorough

physical examinations of child abuse victims, as well as conduct detailed interviews with those victims.

The CSPTF will assist the State of Florida Department of Children and Family Services (DCF) in the investigation of allegations of child sexual abuse, particularly in those cases which involve the use of the Internet in the facilitation of those crimes.

Related governmental and community initiatives that complement your agency's proposed use of COPS funding.

The CSPTF will compliment the efforts of the Internet Crimes Against Children (ICAC) North Florida Regional Task Force by concentrating on proactive online investigations and responses to "cybertips" targeting those sexual predators and offenders whose criminal activities occur within Alachua County. The CSPTF will share information with ICAC personnel regarding sexual predators and offenders whose criminal activities are determined to have occurred outside of the jurisdictional boundaries of Alachua County, but are within the thirty-seven (37) additional Florida counties covered by the ICAC North Florida Regional Task Force.

The CSPTF will work with the United States Marshals Service in locating and apprehending sexual predators and offenders. The U.S. Marshals Service, backed by the Adam Walsh Child Protection and Safety Act of 2006, gives Deputy Marshals the power to assist multiple jurisdictions in locating and apprehending sex offenders who violate sexual offender registration requirements. The CSPTF's association with the U.S. Marshals Service will also be vital in locating and apprehending wanted sexual predators and offenders who have fled the jurisdiction of Alachua County in an attempt to avoid criminal prosecution.

The CSPTF will utilized an established relationship between the Alachua County Sheriff's Office and United State Attorney's Office to engage in a committed effort to protect potential child victims from sexual predators and offenders, prevent child sexual exploitation, and efficiently leverage assets across the federal government to successfully prosecute child sexual predators/offenders.

The School Board of Alachua County (SBAC) requires that all public schools provide annual education and training regarding Internet safety to Alachua County students. The SBAC has established a website (http://www.sbac.edu/~media/internet_safety_information.htm) which includes tips for parents, students and teachers, along with classroom curriculum, Internet safety games and illustrated presentations. The CSTPF will assist, at the request of the School Board of Alachua County, in providing information regarding developing trends, such as the increased use of social-networking Internet sites by sexual predators and offenders, to aid in the goal of providing practical and useful Internet safety information to the schoolchildren of Alachua County.

Evaluation Plan/Effectiveness of Program

The Alachua County Sheriff's Office will use both quantitative and qualitative indicators to assess and track the effectiveness of the CSPTF at six intervals identified by key activities and milestones. These evaluations will incorporate measures of the above-stated indicators and will be managed by the Project Coordinator and conducted by Crime Analysis. The success of the CSPTF will be measured not only by an annual comparison in the volume of sexual predators and offenders identified and arrested by the CSPTF, but also by an evaluation of the percentage of those predators/offenders who are successfully indicted and/or prosecuted by state and federal

attorneys. The annual evaluation will include the number of sexual predators and offenders arrested and prosecuted for offenses committed within Alachua County in comparison to those predators/offenders arrested and prosecuted in the previous two (2) calendar years. In the first year of operation (2011), the comparison will be made against statistics gathered during 2009 and 2010. In the second year of operation (2012), the comparison will be made against statistics gathered during 2010 and 2011.

Budget and Budget Narrative
(Attachment 2)

Budget Narrative:

The following equipment will be necessary to conduct undercover sting operations.

The PCI Express Card can be used to combine up to four hard disks together with a computer to create a versatile and powerful RAID solution. For example, using express card, we will be able to set up each hard disk in a hardware RAID 5 mode, then combine them together into a software RAID 0 mode (with the help of the host computer).

Graphics adapter will be used in the forensic computer to scan hard drives of child pornography.

Color Board, color pinhole, color board and the B/W Board are all cameras that will be used during the operation.

Inline Hidden Microphones, will records the offender 's conservation.

16 Port Gigabit Switch, Wireless Router, 1000 ft Shielded/Stranded cables, Shielded Plugs, 1000ft Coax Siamese, and Compression Coax Connectors will be used to setup the forensic computer system and surveillance system.

Laptops will be required to document chat sessions between suspected offenders and detectives.

The laser printer and the all-in-one printer will be used for administrative purposes during and after the undercover details.

Digital cameras will be used in the booking process to document the offender.

Hard drives will be used to store a copy of the suspect's hard drive(s). We generally work from copies of the original hard drives and have to archive the data, often for years, until the case is disposed of and the evidence can be returned or destroyed.

Write blocker devices are for connecting the suspect's hard drive to the forensic computers and prevent the suspect's data from being altered in any way.

The Computer Related Tool set will be an assortment of tools and parts, non-capital items, necessary for the daily workflow of forensic examinations of digital devices. These items include but is not limited to: screwdrivers, ratchets, nut drivers, pry tools, audio/video and digital

interface cables of various types and sizes, tap and die set, assorted parts for replacement of items damaged when opening various digital media devices, stanchions, screws, cable ties, media adapters and readers (for connecting devices and media via USB 2.0 & 3.0, Firewire 400 and 800, e-SATA, Thunderbolt, flash memory readers for SD, CF, Memory Stick Regular/Pro, and others), anti-static mats and wrist bands, anti-static storage bags, labels, hang tags, large envelopes, blank CDs and DVDs, ferrite cores, compressed air cans, permanent markers, and other non-capital, short lifespan and disposable items used in daily computer forensic work.

Folding tables and chairs will be used in setting up the surveillance room with printers, laptops, forensic computers and meeting location.

Forensic Mini Towers computers with Windows 7 and Encase 7 will be used to image, index and examine the suspect(s) hard drives. Windows 7 is the most current operating system from Microsoft. EnCase 7 is the current version of the forensic software used by forensic examinations.

The enclosed insulated utility trailer will kept in a secure storage location and store the equipment necessary for undercover details providing for quick response to a location, if need be.

Expenses:

PCI Express Card	1 @ $300 = $300
Graphics Adapter	1 @ $625 = $625
Color Board	6 @ $130 = $780
Color Pinhole	4 @ $130 = $520
Color Board	4 @ $130 = $520
B/W Board	6 @ $120 = $720
Inline Hidden Microphones	5 @ $10 = $50
16 Port Gigabit Switch	1 @ $310 = $310
Wireless Router	1 @ $170 = $170
1000 ft Shielded/Stranded	1 @ $ 200 = $200
Shielded Plugs	1 @ $25 = $25

1000ft RG59 Coax Siamese	1 @ $120 = $120
Compression Coax Connectors	20 x $8 = $160
Mobile Laptop Charging Cart	1 @ $555 = $555
Rolling Nesting Chair	2 @ $430 = $860
Laptops	15 @ $900 = $13,500
Laser Printer	1 @ $400 = $400
All-in-one Printer/fax/scanner	1 @ $380 = $380
Digital Camera	3 @ $400 = 1,200
Hard Drives	50 @ $80 = 4,000
Write block	4 @ $250 = $1,000
Computer related tool set	1 @ $995 = $995
6 foot long Folding tables	12 @ $75 = 900
Folding chairs	24 @ $40 = $960
Software:	
Netmotion (licenses)	15 @ $324 = 4,860
Encase 7 (licenses)	4 @ $1,500 = $6,000

Total $39,090

Operating Capital Outlay:

Mobile Workstation	1 @ $1,550 = $1,550
Surveillance PC workstation	1 @ $6,289 = $6, 289
12TB LACIE 4big Quadra	2 @ $1,600 = 3,200
30-inch LCD Monitor	2 @ $1,300 = $2,600

4 Channel Encoder	3 @ $1,300 = $3,900
Forensic Mini-towers	4 @ $1,500 = $6,000
1 Enclosed insulated 6 x 12 trailer	1 @ $3,500 = $3,500
Mac Laptop	1 @ $2,900 = $2,900
Total	**$29,542**

Other:

Undercover stings will be held four times a year throughout Alachua County over the two year period. Each detail will last approximately 3 weeks long. Electricity and internet will be required for the rental house where details will be held.

Electricity: 8 details x $250 monthly electric service = $2,920

Internet expense: 8 details x $50 internet fee = $400

Total $3,320

TOTAL BUDGET $71,952

GOVERNING BODY REVIEW NARRATIVE
(Attachment 3)

ALACHUA COUNTY SHERIFF'S OFFICE
CHILD SEXUAL PREDATOR/OFFENDER PROGRAM

The following document was submitted to the Alachua County Board of County Commissioners on July 14, 2011 for all governing bodies, supervisors, and public to review and comment on the requirements of the JAG grant. The opportunity for comments and or discussion during this time was made available and contact information was attached to this document.

~ NOTICE ~

Alachua County is eligible for a $71,925 direct award from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant (JAG) to develop a law enforcement program.

The Alachua County Sheriff's Offices request for $71,925 for the ***Child Sexual Predator Task Force*** to address child endangerment crimes in Alachua County.

If you would like to comment or have any questions about this program please call the Grant & Legislative Administrator, Kelly Amerson at 352-367-4031, or email her at kamerson@alachuasheriff.org.

Abstract (Attachment 4)
The abstract must not exceed one-half page, or 400-500 words.

Applicants Name: Alachua County Sheriff's Office

Project Title: Child Sexual Predator Task Force (CSPTF)

Goal: To reduce child endangerment in Alachua County through immediate and long-term proactive investigative and informational/educational techniques.

Description of the strategy: The Alachua County Sheriff's Office (ACSO) is requesting $71,952 to employ a multi-faceted problem-oriented approach to reducing and preventing child endangerment which includes: 1) proactive multi-disciplinary partnerships conducting investigations, surveillance activities and undercover operations; 2) integrating evidence-based practices to manage registered sex offenders more effectively; and 3) enhancing community awareness through education and community partnerships.

Major Deliverables: Reduce child endangerment crime in Alachua County.

Coordination plans: The Alachua County Sheriff's Office will coordinate their efforts with the United State Marshals Service, United States Attorney's Office, Gainesville Police Department, and the National Center for Missing and Exploited Children.

Office of Justice Programs

Bureau of Justice Assistance

Grant

PIE NAME AND ADDRESS (Including Zip Code)
ıua C nty
3ox 2877 12 SE 1st Sreet
:sville, FL 32602-2877

4. AWARD NUMBER: 2011-DJ-BX-2637

5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2014
BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2014

6. AWARD DATE 08/12/2011

7. ACTION
Initial

ANTEE IRS/VENDOR NO.
)0501

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

ECT TITLE
:xual Predator Task Force Project

10. AMOUNT OF THIS AWARD $ 71,952

11. TOTAL AWARD $ 71,952

CIAL CONDITIONS

ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH HE ATTACHED PAGE(S).

TUTORY AUTHORITY FOR GRANT

)roject is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

'H F PAYMENT

;

[redacted] AGENCY APPROVAL [redacted]

ED NAME AND TITLE OF APPROVING OFFICIAL

:e O'Donnell
tor

NATURE OF APPROVING OFFICIAL

P O'Donnell

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Lee Pinkoson
Chairman

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

LEE PINKOSON, CHAIR

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

COUNTING CLASSIFICATION CODES

FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
B	DJ	80	00	00		71952

21. KDJUGT0070

M 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

ATTEST:
K. [redacted]EY, CLERK

M 4000/2 (REV. 4-88)

CT NUMBER 2011-DJ-BX-2637 AWARD DATE 08/12/2011

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. 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 OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

CT NUMBER 2011-DJ-BX-2637 AWARD DATE 08/12/2011

SPECIAL CONDITIONS

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ccr.htm (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

10. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).

11. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).

12. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

13. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationguide.php.

:CT NUMBER 2011-DJ-BX-2637 AWARD DATE 08/12/2011

SPECIAL CONDITIONS

14. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

15. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

16. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

CT NUMBER 2011-DJ-BX-2637 AWARD DATE 08/12/2011

SPECIAL CONDITIONS

17. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

18. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

19. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

20. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

21. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

22. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

23. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

24. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

CT NUMBER 2011-DJ-BX-2637 AWARD DATE 08/12/2011

SPECIAL CONDITIONS

25. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

26. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

27. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Abstract portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

ıorandum To: Official Grant File

n: Orbin Terry, NEPA Coordinator

ject: Incorporates NEPA Compliance in Further Developmental Stages for Alachua County

Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to ort a broad range of activities to prevent and control crime and to improve the criminal justice system, some of h could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA ɔther related federal environmental impact analyses requirements in the use of grant funds, whether the funds sed directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of pecified activities, the grantee must first determine if any of the specified activities will be funded by the t.

specified activities requiring environmental analysis are:
ew construction;
ıy renovation or remodeling of a property located in an environmentally or historically sensitive area, idi properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a erty listed on or eligible for listing on the National Register of Historic Places;
renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic use or (b) significantly change its size;
nplementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as ıcidental component of a funded activity and (b) traditionally used, for example, in office, household, :ational, or education environments; and
ıplementation of a program relating to clandestine methamphetamine laboratory operations, including the :ification, seizure, or closure of clandestine methamphetamine laboratories.

plying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental ıct Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, ɔreparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan irements, please see http://www.ojp.usdoj.gov/BJA/resource/nepa.html.

se be sure to carefully review the grant conditions on your award document, as it may contain more specific mation about environmental compliance.

Bureau of Justice Assistance

PROJECT SUMMARY

Grant

PROJECT NUMBER	PAGE 1 OF 1
2011-DJ-BX-2637	

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Gerardo Velazquez
(202) 353-8645

2. PROJECT DIRECTOR (Name, address & telephone number)

Kelly Amerson
Grant Administration
P.O. Box 1210
2621 S.E. Hawthorne Road
Gainesville, FL 32602-2010
(352) 367-4031

3a. TITLE OF THE PROGRAM

FY 2011 Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Child Sexual Predator Task Force Project

5. NAME & ADDRESS OF GRANTEE

Alachua County
P.O. Box 2877 12 SE 1st Sreet
Gainesville, FL 32602-2877

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2010 TO: 09/30/2014

8. BUDGET PERIOD

FROM: 10/01/2010 TO: 09/30/2014

9. AMOUNT OF AWARD

$ 71,952

10. DATE OF AWARD

08/12/2011

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will use the grant to support law enforcement initiatives to reduce child endangerment crime in Alachua County. Specifically, funds will be used to to employ a multi-faceted problem-oriented approach to reducing and preventing child endangerment which includes: 1) proactive multi-disciplinary partnerships

conducting investigations, surveillance activities and undercover operations; 2) integrating evidence-based practices to manage registered sex offenders more effectively; and 3) enhancing community awareness through education and community partnerships. The Alachua County Sheriff's Office will coordinate their efforts with the United State Marshals Service, United States Attorney's Office, Gainesville Police Department, and the National Center for Missing and Exploited Children.

NCA/NCF

June 28, 2011 Regular BoCC Meeting
Agenda Item #27

Title
Ratification of the Warrant List (Amended)

Amount
N/A

Description
Check registry for the Board of County Commissioners

Recommendation
Ratify the Warrant List.

Alternative(s)
Do not ratify the Warrant List.

Requested By
Bob Decker

Originating Department
Finance and Accounting

Attachment(s) Description
Warrant List

Documents Requiring Action
Warrant List

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Warrant List Board.pdf

CLERK OF THE CIRCUIT COURT

Finance and Accounting
Post Office Box 939
Gainesville, Florida 32602

J.K. IRBY
CLERK

TELEPHONE
(352) 374-3605

June 20, 2011

MEMORANDUM

TO: Board of County Commissioners

VIA: Todd Hutchison, Finance Director

FROM: Bob Decker, Deputy Clerk

SUBJECT: Warrant List

PERIOD	WARRANT TYPE	NUMBERED	AMOUNT
03-29-2011	Payroll 04-01-2011	196636-196691	$24,290.78
03-30-2011	Manual	196692	$160.56
04-04-2011	Pollworker Payroll 3-15-11	196693-196967	$36,948.37
04-12-2011	Payroll 04-15-2011	196968-197030	$23,395.85
04-19-2011	Pollworker Payroll 4-15-11	197031-197147	$12,786.72
04-22-2011	Manual	197148	$25.00
04-26-2011	Payroll 04-29-2011	197149-197203	$25,647.11
05-02-2011	Manual	197204	$21.75
05-05-2011	Machine	2242312-2242438	$533,160.96
05-10-2011	Payroll 05-13-2011	197205-197269	$24,173.70
05-12-2011	Machine	2242440-2242599	$331,289.00
05-19-2011	Machine	2242601-2242848	$1,872,813.99
05-24-2011	Payroll 05-27-2011	197270-197330	$26,091.45
05-26-2011	Machine	2242850-2243031	$1,536,897.65
05-31-2011	Manual	197331	$50.00
06-02-2011	Machine	2243033-2243146	$413,671.39
06-09-2011	Machine	2243148-2243279	$538,192.88
06-16-2011	Machine	2243281-2243496	$757,570.92

The above warrant lists are recommended for ratification by the Board.

TH/jmd

June 28, 2011 Regular BoCC Meeting
Agenda Item #28

Title
Approval of the Board of County Commission Minutes (Amended)

Amount
N/A

Description
Approval of the following Board of County Commission Minutes:n March 22, 2011 and May 03, 2011

Recommendation
Approve the following Board of County Commission Minutes: March 22, 2011 and May 03, 2011

Alternative(s)
Do not approve the minutes.

Requested By
Bob Decker

Originating Department
Finance and Accounting

Attachment(s) Description
Minutes of:

Documents Requiring Action
Minutes of: March 22, 2011 and May 03, 2011

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: BOCC 03222011.pdf
Attachment: BOCC 05032011.pdf

Tuesday, March 22, 2011 – 9:00 A.M. and 5:00 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Board of County Commissioners met in regular session.

PRESENT: Chair Lee Pinkoson, presiding, Vice-Chair Paula M. DeLaney, Commissioners Susan Baird, Mike Byerly, and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, County Attorney David Wagner, Clerk J. K. Irby, Assistant Clerk/Finance Director Todd Hutchison, Deputy Clerk Bob Decker

Invocation (9:00 AM)

1. Invocation by Dr. Taraneh Darabi, B'hai of Greater Gainesville
Amount: N/A
Recommended Action: Hear Invocation by Dr. Taraneh Darabi, B'hai of Greater Gainesville.

Dr. Taraneh Darabi of the B'hai of Greater Gainesville gave the Invocation.

Pledge of Allegiance

2. Pledge
Amount: N/A
Recommended Action: Hear Pledge.

Chair Pinkoson led the Pledge of Allegiance.

Approval of Agenda

3. Approve the Agenda
Amount: N/A
Recommended Action: A Motion to Approve the Agenda: (a) approve any amendments to the Regular and Consent Agenda; (b) adopt the Regular Agenda; and (c) approve all items on the Consent Agenda.

County Manager Randall Reid presented the following amendments to the agenda:

1. Item 38, Proclamation: "Cynthia Moore Chestnut Day" in Alachua County, Florida, has been moved from the Consent Agenda to the Regular Agenda.
2. Item 57, Historic Ad Valorem Exemption for Two Properties in Gainesville for 10 Years Beginning 2011, has been moved from the Consent Agenda to the Regular Agenda.
3. Item 58, Environmental Protection Advisory Committee, Extension of Sunset Date, has been moved from the Consent Agenda to the Regular Agenda.
4. Item 60, CHOICES Amendment with the University of Florida for Mobile Clinic, has been moved from the Consent Agenda to the Regular Agenda.
5. Item 61, CHOICES Enrollment Update, has been moved from the Consent Agenda to the Regular Agenda.

Commissioner DeLaney moved to adopt the agenda as modified. The motion carried 5-0.

(The motion to adopt the Agenda approved the Regular and Public Hearing Agendas and all items and Recommended Actions on the Consent Agenda.)

Announcements

4. Announcements, Mark Sexton, Communications Coordinator
   Amount: N/A
   Recommended Action: Hear Announcements by Mark Sexton, Communications Coordinator.

Communications Coordinator Mark Sexton presented the following announcements:

1. Google Translate is now available on the County website. Approximately 50 languages are available. The service is provided by Google at no cost to taxpayers.
2. An event was held at the Senior Recreation Center on March 11, 2011 to celebrate the "topping out" of the facility. "Topping out" refers to completion of the uppermost level of the building and installment of the roof. A $50,000.00 donation to operate the facility was received from Lynn Domenech and Jocelyn Holt of Comfort Keepers.

Community Outreach

Recognitions and Proclamations

6. Length of Service Milestone Recipients
   Amount: N/A
   Recommended Action: Recognize County Employees that have reached a Length of Service or Career Milestone in February, 2011.

Human Resources Manager Kim Baldry presented the above item.

Chair Pinkoson recognized Environmental Protection Director Chris Bird who presented comments to the Board.

Chair Pinkoson recognized Public Safety Director Ed Bailey who presented comments to the board.

Gainesville Police Department Chief Tony Jones presented a plaque to the Alachua County Public Safety Department for saving the life of Major Rick Hanna of GPD.

Chair Pinkoson recognized Chief Tony Jones and Major Rick Hanna of the Gainesville Police Department, who presented comments to the Board.

7. Proclamation: "Developmental Disabilities Awareness Month" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring March 2011 as "Developmental Disabilities Awareness Month" in Alachua County, Florida.

Commissioner Byerly read and presented the Proclamation to ARC of Alachua County Assistant Director for Group Homes Joe Jackson who accepted it with gratitude.

Chair Pinkoson recognized ARC of Alachua County Assistant Director for Group Homes Joe Jackson who presented comments to the Board.

8. Proclamation: "National County Government Month" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring April 2011 as "National County Government Month" in Alachua County, Florida.

Chair Pinkoson read and presented the Proclamation to County Manager Randall Reid who accepted it with gratitude.

Chair Pinkoson recognized County Manager Randall Reid who presented comments to the Board.

Time Certain Items

Public Comments (9:30 AM)

5. AM Public Comments
Amount: N/A

Recommended Action: Hear Public Comments.

Chair Pinkoson recognized Bob Halman, Maria Parsons, Roy Geiersbach, Susan Fairforest, and George Papadi, who presented comments to the Board.

Appointments

9. Poverty Reduction Advisory Board: Confirmation of One Nomination
Amount: N/A
Recommended Action: Confirm the nomination of one citizen to the Representative - Department of Children and Families position on the Poverty Reduction Advisory Board, no term end date.

Commissioner Long moved to confirm the nomination of Stephen White to the Representative - Department of Children and Families position on the Poverty Reduction Advisory Board with no term end date. The motion carried 5-0.

10. FloridaWorks (formerly Alachua/Bradford Regional Workforce) Advisory Board Appointments
Amount: N/A
Recommended Action: Confirm the nominations of two citizens to Private Sector seats on the FloridaWorks Advisory Board, both with terms ending June 2012.

Chair Pinkoson recognized Celia Chapman on behalf of Donna Burdge and Jonathan Jarrell who presented comments to the Board.

Commissioner DeLaney moved to appoint Donna Burdge to the Private Sector Seat #8 on the FloridaWorks Advisory Board and Jonathan Jarrell to the Private Sector Seat #12 on the FloridaWorks Advisory Board, both with terms ending June 2012. The motion carried 5-0.

Presentations

11. Presentation: Val Leitner, Blue Oven Kitchens to Speak about the Buy Local North Central Florida Campaign
Amount: N/A
Recommended Action: Hear Presentation from Blue Oven Kitchens on Buy Local North Central Florida campaign.

Blue Oven Kitchens President Val Leitner presented the above item.

Governmental Units

Constitutional Officers/Other Governmental Units

12. Presentation: County's 2010 Independent Audit and Financial Statements
Amount: N/A
Recommended Action: Accept the audit reports from the County's independent Certified Public Accountants, Carr, Riggs & Ingram LLC as well as the FY2010 Comprehensive Financial Report (CAFR), and the Florida State Comptrollers Annual Financial Report (AFR). Authorize the Chair to sign the Management response letter and to certify the AFR to the State. Authorize the Clerk to transmit the completed CAFR and Single Audit Report to the Auditor General.

Clerk of the Circuit and County Court J. K. Irby, Alan Nast of Carr, Riggs, and Ingraham, and Assistant Clerk/Finance Director Todd Hutchison presented the above item.

Chair Pinkoson recognized County Attorney David Wagner who presented comments to the Board.

Commissioner DeLaney moved to accept the audit reports from the County's independent Certified Public Accountants, Carr, Riggs & Ingram LLC as well as the FY2010 Comprehensive Financial Report (CAFR), and the Florida State Comptrollers Annual Financial Report (AFR). Authorize the Chair to sign the Management response letter and to certify the AFR to the State. Authorize the Clerk to transmit the completed CAFR and Single Audit Report to the Auditor General. The motion carried 5-0.

Support Services Group

13. Request General Fund Reserves for SAN (Storage Area Network) and Disaster Recovery Expansion
Amount: $130,400.00
Recommended Action: Approve Request for General Fund Reserves for SAN (Storage Area Network) and Disaster Recovery Expansion.

Information and Telecommunications Services Director Kevin Smith and Tim Murkowski of Cirrus Computer Solutions presented the above item.

Commissioner Byerly moved to approve the request for General Fund Reserves for SAN (Storage Area Network) and Disaster Recovery Expansion. The motion carried 5-0.

Public Comments (9:30 AM)

5. AM Public Comments (continued)

Amount: N/A
Recommended Action: Hear Public Comments.

Chair Pinkoson recognized Dr. Gerald Kish who presented comments to the Board.

14. Jail Kitchen Renovation Project Agreement between Mandese White Construction, Inc. Company and Alachua County Board of County Commissioners
Amount: $341,000.00
Recommended Action: Approve and execute the Agreement between Mandese White Construction, Inc. and Alachua County Board of County Commissioners for the Jail Kitchen Renovation.

Facilities Manager Charlie Jackson presented the above item.

Commissioner Byerly left the room at 10:42 A.M.

Commissioner Long moved to approve and execute the Agreement between Mandese White Construction, Inc. and Alachua County Board of County Commissioners for the Jail Kitchen Renovation. The motion carried 4-0 with Commissioner Byerly out of the room.

Community Planning Group

15. Florida Department of Environmental Protection Short Form Consent Order
Amount: $1,410.00
Recommended Action: Approve the Florida Department of Environmental Protection Short Form Consent Order.

Parks Superintendent Robert Avery presented the above item.

Commissioner Byerly entered the room at 10:44 A.M.

Commissioner Long left the room at 10:49 A.M.

Commissioner Byerly moved to approve the Florida Department of Environmental Protection Short Form Consent Order.

Chair Pinkoson recognized County Manager Randall Reid who presented comments to the Board.

The motion carried 4-0, with Commissioner Long out of the room.

16. Gatorball Baseball Academy, Inc. Agreement for the Management of the Jonesville Park Ball Field Facilities
Amount: N/A
Recommended Action: Approve the Agreement with Gatorball Baseball Academy, Inc. for the Management of the Jonesville Park Ball Field Facilities.

Parks Superintendent Robert Avery presented the above item.

Commissioner Long entered the room at 10:52 A.M.

Commissioner Byerly moved 1. To approve the Agreement with Gatorball Baseball Academy, Inc. for the Management of the Jonesville Park Ball Field Facilities. 2. Direct staff to provide signage on site that clarifies the public's right to use the facilities.

Commissioner Byerly moved the substitute motion 1. To approve the Agreement with Gatorball Baseball Academy, Inc. for the Management of the Jonesville Park Ball Field Facilities. 2. Direct staff to provide signage on site that clarifies the public's right to use the facilities. 3. After a year of contract operations, staff is directed to report on revenue coming into Gatorball Baseball Academy.

Chair Pinkoson recognized County Attorney David Wagner who presented comments to the Board.

Commissioner Byerly moved the substitute motion 1. To approve the Agreement with Gatorball Baseball Academy, Inc. for the Management of the Jonesville Park Ball Field Facilities. 2. Direct staff to provide signage on site that clarifies the public's right to use the facilities. 3. After a year of contract operations, staff is directed to report on revenue coming into Gatorball Baseball Academy. 4. Staff is directed to evaluate maintenance operations and report back to the Board. The motion carried 5-0.

17. Main Street Construction Contract
Amount: $1,179,041.31
Recommended Action: Approve the Construction Contract with APAC-Southeast, Inc for County Project: 6336 Resurfacing of N. Main Street with Associated Signalization Improvements.

Senior Engineering Technician Chris Zeigler presented the above item.

Chair Pinkoson recognized County Engineer David Cerlanek who presented comments to the Board.

Commissioner Baird moved to approve the Construction Contract with APAC-Southeast, Inc for County Project: 6336 Resurfacing of N. Main Street with Associated Signalization Improvements. The motion carried 4-1 with Commissioner Byerly voting nay.

Chair Pinkoson requested that item 19 be heard before item 18.

19. Request direction on borrowing for additional Local Option Gas Tax Projects: CR 231, NW 16th Ave, SW 63rd Blvd/SW 62nd Ave and Gainesville Golf and Country Club

Amount: $11,000,000

Recommended Action: Approve up-front financing for the construction of the NW 16th Ave, SW 63rd Blvd/SW 62nd Ave, and CR231 resurfacing projects. Include GGCC construction financing to save costs.

County Engineer David Cerlanek presented the above item.

Commissioner Long moved to approve up-front financing for the construction of the NW 16th Ave, SW 63rd Blvd/SW 62nd Ave, and CR231 resurfacing projects. Include GGCC construction financing to save costs. Include bicycle lanes on County Road 231 with appropriate pavement markings.

Chair Pinkoson recognized Assistant Clerk/Finance Director Todd Hutchison and Clerk J. K. Irby who presented comments to the Board.

Commissioner Baird requested that the motion reflect that the bicycle lanes on County Road 231 will not add a significant amount to the cost of the project.

Commissioner Byerly suggested that changing "Include bicycle lanes on County Road 231 with appropriate pavement markings," to "Include paved shoulders striped for bicycle lanes on County Road 231," would accomplish Commissioner Baird's request.

Commissioner Long moved the substitute motion to approve up-front financing for the construction of the NW 16th Ave, SW 63rd Blvd/SW 62nd Ave, and CR231 resurfacing projects. Include GGCC construction financing to save costs. Include paved shoulders striped for bicycle lanes on County Road 231.

Chair Pinkoson recognized Cindy Rosenfeld who presented comments to the Board.

The motion carried 5-0.

18. 5 Year Review of Reserve Areas and Statements of Services Under Boundary Adjustment Act

Amount: N/A
Recommended Action: County Commission determine that it does not desire to change the Reserve Areas and Statement of Services as last adopted under the Boundary Adjustment Act in 2006 and authorize the County Manager to send letters to the City Managers so indicating.

Commissioner Byerly moved to determine that the BOCC does not desire to change the Reserve Areas and Statement of Services as last adopted under the Boundary Adjustment Act in 2006 and authorize the County Manager to send letters to the City Managers so indicating.

Chair Pinkoson recognized Principal Planner Ken Zeichner who presented comments to the Board.

Commissioner Long left the room at 12:08 P.M.

The motion carried 4-0 with Commissioner Long out of the room.

(The following item was moved from Consent Agenda to the Regular Agenda by motion of the Board.)

57. Historic Ad Valorem Exemption for two Properties in Gainesville for 10 years beginning 2011
Amount: Varies
Recommended Action: Adopt two Resolutions attached to provide an Ad Valorem tax exemption for historic properties in the City of Gainesville and sign the associated historic preservation covenants.

Chair Pinkoson recognized County Attorney David Wagner who presented comments to the Board.

Commissioner Long entered the room at 12:16 P.M.

Commissioner Byerly moved to adopt Resolutions 11-21 and 11-22 attached to provide an Ad Valorem tax exemption for historic properties in the City of Gainesville and sign the associated historic preservation covenants.

Chair Pinkoson recognized Senior Planner Kathleen Pagan and County Attorney David Wagner who presented comments to the Board.

The motion carried 4-1, with Commissioner Baird voting nay.

58. Environmental Protection Advisory Committee, Extension of Sunset Date
Amount: N/A

Recommended Action: Adopt the Resolution extending the sunset date by seven years for the Environmental Protection Advisory Committee.

Chair Pinkoson recognized Environmental Protection Director Chris Bird who presented comments to the Board.

Commissioner Byerly moved to adopt Resolution 11-23 extending the sunset date by seven years for the Environmental Protection Advisory Committee.

Chair Pinkoson recognized Bob Palmer who presented comments to the Board.

The motion carried 4-1, with Commissioner Baird voting nay.

Community Services Group

20. CHOICES Agreement with Meridian Behavioral Healthcare
Amount: $100,000.00
Recommended Action: Approve the FY2010-11 Agreement between CHOICES and Meridian Behavioral Healthcare and authorize the Chair to sign.

CHOICES Director Bob Bailey presented the above item.

Commissioner Byerly moved to approve the FY2010-11 Agreement between CHOICES and Meridian Behavioral Healthcare and authorize the Chair to sign.

Chair Pinkoson recognized Mary Anderson who presented comments to the Board.

The motion carried 5-0.

21. Re-Entry of Offenders PowerPoint Presentation
Amount: N/A
Recommended Action: Receive the presentation on Re-Entry of Offenders into Alachua County and support provided by the Department of Court Services and North Central Florida Ex-Offenders Reentry Coalition.

Sentencing Alternatives Manager Larry McDaniel, Work Release Manager Joe Lipsey, United States Department of Veterans Affairs Veterans Justice Outreach Coordinator Charlotte Matthews, Acting Court Services Director Jim Santangelo, and Florida Department of Corrections Chief of Inmate Transition Alan McManus presented the above item.

Commissioner Byerly left the room at 12:52 P.M.

Chair Pinkoson recognized Mary Anderson who presented comments to the Board.

22. Define CAPP funded Children's Programs
Amount: N/A
Recommended Action: Approve staff recommendation regarding the definition of Children's Programs for the FY 11/12; Children's programs shall be defined "as programs that directly serve children - newborn to 18 years of age" in the area of physical safety and academic education, including school readiness-(preparing children for success in school by providing educational child care and supportive family services)- assistance for children of working poor-(less than 150 percent of poverty level and work a minimum of 20 hours a week)- parents".

Community Support Services Director Elmira Warren presented the above item.

Commissioner Long moved to approve staff recommendation regarding the definition of Children's Programs for the FY 11/12; Children's programs shall be defined "as programs that directly serve children - newborn to 18 years of age" in the area of physical safety and academic education, including school readiness-(preparing children for success in school by providing educational child care and supportive family services)- assistance for children of working poor-(less than 150 percent of poverty level and work a minimum of 20 hours a week)- parents". The motion carried 3-1 with Commissioner Baird voting nay and Commissioner Byerly out of the room.

(The following item was moved from Consent Agenda to the Regular Agenda by motion of the Board.)

60. CHOICES Amendment with UF for Mobile Clinic
Amount: $107,000.00
Recommended Action: Approve the CHOICES Amendment with UF for Mobile Clinic and authorize the Chair to sign.

CHOICES Director Bob Bailey presented the above item.

Commissioner DeLaney moved to approve the CHOICES Amendment with UF for Mobile Clinic and authorize the Chair to sign.

Chair Pinkoson recognized Mary Anderson who presented comments to the Board.

The motion carried 3-1 with Commissioner Baird voting nay and Commissioner Byerly out of the room.

(The following item was moved from Consent Agenda to the Regular Agenda by motion of the Board.)

61. CHOICES Enrollment Update
Amount: N/A
Recommended Action: CHOICES Health Services Program Enrollment Update

CHOICES Director Bob Bailey presented the above item.

County Manager Reports

23. County Manager's Report
Amount: N/A
Recommended Action: Accept County Manager's Report

County Manager Randall Reid presented the following items:

1. Santa Fe Students Enrollment in CHOICES

County Manager Randall Reid stated that he had received a letter from Santa Fe College President Jackson Sasser requesting that the BOCC reconsider its decision to exclude Santa Fe College students from CHOICES.

Chair Pinkoson recognized CHOICES Director Bob Bailey and County Attorney David Wagner who presented comments to the Board.

2. Annual Bus Pass Program

County Manager Randall Reid stated that the agreement for bus passes expires in May.

Without objection, the Board requested that Manager Reid present a recommendation for the employees who currently use the bus pass.

Closing Comments

Public Comments - 15 minutes

24. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public.

Chair Pinkoson recognized Mary Anderson who presented comments to the Board.

Chair Pinkoson recognized Commissioner Long who stated that he needed to leave due to Florida Association of Counties business. Commissioner Long further stated that he had a report of the business from the recent National Association of Counties meeting that he would like to give to the Board.

Commissioner Long left the room at 2:18 P.M.

Chair Pinkoson recognized Dr. Margarita Labarta who presented comments to the Board.

Chair Pinkoson recognized County Attorney David Wagner who presented comments to the Board.

(The following item was moved from Consent Agenda to the Regular Agenda by motion of the Board.)

38. Proclamation: "Cynthia Moore Chestnut Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Confirm that a proclamation declaring February 20, 2011 as "Cynthia Moore Chestnut Day" in Alachua County, Florida was presented at an event on February 20, 2011.

Commissioner Baird requested an explanation of the procedure for approving Proclamations after they have been presented.

Chair Pinkoson recognized Clerk Irby who read a portion of rule 26 from the Board's Rules, "The Chair may, upon request, approve a proclamation that addresses matters of substantial concern within the County. At the request of any Commissioner, a proposed proclamation shall be presented to the Board as a resolution."

Chair Pinkoson recognized County Attorney David Wagner and County Manager Randall Reid who presented comments to the Board.

Commission Comments

25. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

There were no comments from the Commissioners.

MEETING RECESSED 2:34 P.M.
MEETING RECONVENED 5:02 P.M. – COMMISSIONERS BAIRD, BYERLY, DELANEY, AND PINKOSON PRESENT

Evening Community Outreach and Public Hearing (5:00 PM)

Proclamations, Recognitions and Presentations

26. Three Proclamations: "Dance Alive National Ballet Day", "Coni Gesualdi Day" and "Dr. William Eyerly Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Present three proclamations declaring March 22, 2011 as "Dance Alive National Ballet Day", "Coni Gesualdi Day" and "Dr. William Eyerly Day" in Alachua County, Florida.

Commissioner DeLaney read and presented the Proclamation declaring March 22, 2011 as "Dance Alive National Ballet Day" to Judy Skinner who accepted it with gratitude.

Chair Pinkoson recognized Judy Skinner and Joe Savastano who presented comments to the Board.

Chair Pinkoson read and presented the Proclamation declaring March 22, 2011 as "Coni Gesualdi Day" to Coni Gesualdi who accepted it with gratitude.

Chair Pinkoson recognized Coni Gesualdi and Joe Savastano who presented comments to the Board.

Chair Pinkoson read and presented the Proclamation declaring March 22, 2011 as "Dr. William Eyerly Day" to Dr. William Eyerly who accepted it with gratitude.

Chair Pinkoson recognized Dr. William Eyerly and Joe Savastano who presented comments to the Board.

27. 2000-2010 Progress Report from the Land Conservation Board
Amount: N/A
Recommended Action: The Board should receive the 2000-2010 Progress Report from the Land Conservation Board.

Land Conservation Board Chair Jack Hauptman presented the above item.

Chair Pinkoson recognized Land Conservation Manager Ramesh Buch who presented comments to the Board.

Commissioner Pinkoson requested that the Summary Items under the Quasi-Judicial portion of the Agenda be heard next.

Quasi-Judicial/Zoning Items

County Attorney David Wagner stated that while the Board welcomes comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence, as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony.

Mr. Wagner further stated that all persons wishing to participate and speak on an issue at the public hearing would be sworn in prior to speaking during this proceeding. All persons will have the right, through the Chair, to ask questions, seek clarification of comments made and to respond to the comments or presentations of staff or other speakers, or to refute or respond to any ex-parte communication. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceedings and official minutes.

Deputy Clerk Bob Decker asked if any Commissioner had received oral or written communication regarding the items. Mr. Decker requested that Commissioners disclose the substance of the communication and identify the person(s) making the communication(s).

Commissioner Byerly stated that the Board had received an email from Sally Dickinson regarding item 34.

Commissioner DeLaney stated that she had a meeting with the Dickinsons on other matters than item 34.

Deputy Clerk Bob Decker swore those present who wished to present comments regarding item 34 and 35.

Summary Items

(The Notice of Hearing on the following item was advertised in the March 10, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

34. A request on behalf of the Dickinsons to rezone from C-1(Conservation) to RE-1 (Residential Estate-1) district on Tax Parcel Number 06836-006-000 (Amended)

Amount: N/A
Recommended Action: Approve the rezoning from C-1 (Conservation) to RE-1 (Residential Estate-1) on tax parcel number 06836-006-000; 6124 SW 30th Avenue, Parcel Number 06836-006-000.

Senior Planner Missy Daniels presented the above item.

Chair Pinkoson recognized Senior Planner Michael Drummond who presented comments to the Board.

Commissioner DeLaney moved to approve the rezoning from C-1 (Conservation) to RE-1 (Residential Estate-1) on tax parcel number 06836-006-000; 6124 SW 30th Avenue, Parcel Number 06836-006-000.

Chair Pinkoson opened the Public Hearing at 5:35 P.M.

There were no citizens present to speak in favor of or in opposition to the above item.

Chair Pinkoson closed the Public Hearing at 5:35 P.M.

The motion carried 4-0.

Public Comments - then resume Public Hearing (5:30 PM)

29. PM Public Comments
Amount: N/A
Recommended Action: Hear PM Public Comments

Chair Pinkoson recognized Rob Brinkman, Larry Gibson, Shirley Gary, Ted Kubisek, and Catherine Johnson, who presented comments to the Board.

Summary Items (continued)

(The Notice of Hearing on the following item was advertised in the March 10, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

35. ZOM-01-11 Traditions Rezoning
Amount: N/A
Recommended Action: Staff recommends approval of the Traditions Rezoning, application ZOM-01-11.

Planner Chris Dawson presented the above item.

Commissioner Byerly moved approval of the Traditions Rezoning, application ZOM-01-11.

Chair Pinkoson opened the Public Hearing at 5:49 P.M.

There were no citizens present to speak in favor of or in opposition to the above item.

Chair Pinkoson closed the Public Hearing at 5:49 P.M.

The motion carried 4-0.

28. Presentation from the Land Conservation Board and Consider their Recommendations Pursuant to their Review of the Alachua County Forever Active Acquisition List
Amount: N/A
Recommended Action: Hear the presentation and adopt the Land Conservation Board's recommendations regarding the Alachua County Forever Active Acquisition List.

Land Conservation Manager Ramesh Buch presented the above item.

(The Notice of Hearing on the following item was advertised in the March 14, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

31. San Felasco Hammock: Purchase and Management of the San Felasco Hammock Additions - Rolling Meadows Tract by Alachua County Forever
Amount: Acquisition $2,355,450. Annual Stewardship $550.
Recommended Action: Accept and exercise the Option Contracts to Purchase the Alachua County Forever San Felasco Hammock Additions - Rolling Meadows Tract, and authorize the Chair's signature; and authorize staff to execute documents as necessary to close the transactions. Further, the Board should execute the attached Lease Amendment with the State of Florida Division of Recreation and Parks to manage the Rolling Meadows Tract and authorize the Chair's signature.

Land Conservation Manager Ramesh Buch presented the above item.

Commissioner DeLaney moved:

1. To accept and exercise the Option Contracts to Purchase the Alachua County Forever San Felasco Hammock Additions - Rolling Meadows Tract, and authorize the Chair's signature; and authorize staff to execute documents as necessary to close the transactions.

2. To execute the attached Lease Amendment with the State of Florida Division of Recreation and Parks to manage the Rolling Meadows Tract and authorize the Chair's signature.

Chair Pinkoson opened the Public Hearing at 6:20 P.M.

Chair Pinkoson recognized Rob Brinkman, Dian Deevey, and Mary Anderson, who presented comments to the Board.

Chair Pinkoson closed the Public Hearing at 6:25 P.M.

The motion carried 3-1, with Commissioner Byerly voting nay.

Public Hearings

Regular Matters

30. Public Hearing to Amend the FY11 Budget for Changes in Fund Balances and Other Revenues
Amount: Various
Recommended Action: Conduct a public hearing, adopt resolutions and approve budget amendments for the FY11 budget.

Office of Management and Budget Director Suzanne Gable presented the above item.

Commissioner DeLaney moved to adopt Resolutions 11-24, 11-25, and 11-26 and the budget amendments for the FY11 budget.

Chair Pinkoson opened the Public Hearing at 6:32 P.M.

There were no citizens present to speak in favor of or in opposition to the above item.

Chair Pinkoson closed the Public Hearing at 6:32 P.M.

The motion carried 4-0.

Office of Management and Budget Director Suzanne Gable requested that the Board reconsider their previous action and amend the account number on the second line of the budget amendment for the General Fund from 001-0440-590.99-20 to 001-0000-389.91-00.

Commissioner DeLaney moved to modify the budget amendment attached to Resolution 11-24 and amend the account number on the second line of the budget amendment for the General Fund from 001-0440-590.99-20 to 001-0000-389.91-00.

Chair Pinkoson opened the Public Hearing at 6:34 P.M.

There were no citizens present to speak in favor of or in opposition to the above item.

Chair Pinkoson closed the Public Hearing at 6:34 P.M.

The motion carried 4-0.

32. Lake Forest Creek: Purchase Conservation Easement on the Lake Forest Creek - Kincade and Tabone Tract by Alachua County Forever
Amount: Acquisition $203,325. Stewardship $550.
Recommended Action: Execute the Option Contracts to purchase a Conservation Easement on the Lake Forest Creek - Kincade and Tabone Tract and direct staff to complete due diligence and return to the Board for a final decision.

Land Conservation Manager Ramesh Buch presented the above item.

Commissioner DeLaney moved to execute the Option Contracts to purchase a Conservation Easement on the Lake Forest Creek - Kincade and Tabone Tract and direct staff to complete due diligence and return to the Board for a final decision.

Chair Pinkoson opened the Public Hearing at 6:42 P.M.

Chair Pinkoson recognized Rob Brinkman who presented comments to the Board.

Chair Pinkoson closed the Public Hearing at 6:44 P.M.

The motion carried 4-0.

(The Notice of Hearing on the following item was advertised in the March 14, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

33. Resolutions to Add Certain Properties Acquired through the Alachua County Forever Program to the Alachua County Registry of Protected Public Places
Amount: N/A

Recommended Action: Adopt the Resolutions to add the referenced properties acquired through the Alachua County Forever Program to the Alachua County Registry of Protected Public Places.

Land Conservation Manager Ramesh Buch presented the above item.

Chair Pinkoson recognized County Attorney David Wagner who presented comments to the Board.

Commissioner Byerly moved to add Cofrin Nature Park, Lake Alto Preserve, and Odum Preserve to the Alachua County Registry of Protected Public Places.

Chair Pinkoson recognized County Attorney David Wagner who presented comments to the Board.

Commissioner Byerly moved to adopt Resolution 11-27 to add Cofrin Nature Park, Resolution 11-28 to add Lake Alto Preserve, and Resolution 11-29 to add Odum Preserve, acquired through the Alachua County Forever Program, to the Alachua County Registry of Protected Public Places.

Chair Pinkoson opened the Public Hearing at 7:18 P.M.

Chair Pinkoson recognized Rob Brinkman, Robert Hutchinson, Steve Robitaille, Brian Block, Gladys Cofrin, Rosalie Bandyopadhyay, Dian Deevey, Jason Teisinger, Whitey Markle, Helen Warren, Julie Garrett, Jeffrey Shapiro, Nancy Darren, Meg Niederhofer, Gladys Lane, Doug Hornbeck, Anne Barkdoll, Matthew Hurst, Jack Hauptman, Ted Lacombe, Mary Anderson, Janet Davies, Brad Barker, Nicole Sands, and Maya Square, who presented comments to the Board.

Chair Pinkoson closed the Public Hearing at 8:00 P.M.

The motion carried 4-0.

Commissioner DeLaney moved to include Barr Hammock Preserve, Mill Creek Preserve, Northeast Flatwoods Preserve, Phifer Flatwoods Preserve, Sweetwater Preserve, and Watermelon Pond Preserve to the Alachua County Registry of Protected Public Places. The motion failed 2-2 with Commissioners Baird and Pinkoson voting nay.

Commissioner Byerly moved to direct staff to agenda the item for reconsideration of including Barr Hammock Preserve, Mill Creek Preserve, Northeast Flatwoods Preserve, Phifer Flatwoods Preserve, Sweetwater Preserve, and Watermelon Pond Preserve to the Alachua County Registry of Protected Public Places at the next regular BOCC meeting.

Chair Pinkoson recognized County Attorney David Wagner who presented comments to the Board.

Commissioner Byerly moved the substitute motion to defer reconsideration of including Barr Hammock Preserve, Mill Creek Preserve, Northeast Flatwoods Preserve, Phifer Flatwoods Preserve, Sweetwater Preserve, and Watermelon Pond Preserve to the Alachua County Registry of Protected Public Places to 5:00 P.M. on April 12, 2011 or as soon as may be heard thereafter.

Chair Pinkoson recognized Peggy Carr, Land Conservation Manager Ramesh Buch, Robert Hutchinson, Julie Garrett, Steve Robitaille, and Sidney Homan, who presented comments to the Board.

The motion carried 4-0.

MEETING RECESSED 8:14 P.M.
MEETING RECONVENED 8:19 P.M. – COMMISSIONERS BAIRD, BYERLY, DELANEY, AND PINKOSON PRESENT

New Business

(The Notice of Hearing on the following item was advertised in the March 10, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

36. ZOS-02-11. A Request for a Special Use Permit to allow a 178 foot Monopole Personal Wireless Service Facility (PWSF)
Amount: N/A
Recommended Action: Approve Resolution Z-11-04 allowing construction of a 178 foot monopole personal wireless service facility at 14806 SW 36th Avenue on tax parcel number 04178-003-000.

Senior Planner Missy Daniels presented the above item.

Chair Pinkoson recognized Pamela Myers who presented comments to the Board.

Commissioner Byerly moved to approve Resolution Z-11-04 allowing construction of a 178 foot monopole personal wireless service facility at 14806 SW 36th Avenue on tax parcel number 04178-003-000.

Chair Pinkoson opened the Public Hearing at 8:34 P.M.

Chair Pinkoson recognized Pamela Myers, Gary Hunter, Esq. of Hopping, Green, and Sams on behalf of the applicant, County Attorney David Wagner, David Boeff on behalf of the applicant, and Doug Myers, who presented comments to the Board.

Chair Pinkoson closed the Public Hearing at 9:21 P.M.

Chair Pinkoson recognized County Attorney David Wagner who presented comments to the Board.

Commissioner Byerly withdrew his motion.

Chair Pinkoson recognized Growth Management Director Steve Lachnicht who presented comments to the Board.

Commissioner DeLaney moved to defer the item until April 26, 2011 at 5:00 P.M. or as soon as may be heard thereafter including new visual simulations and proposed landscaping. Encourage applicant to work with neighboring landowners.

Chair Pinkoson recognized Pamela Myers who presented comments to the Board.

Commissioner DeLaney moved the substitute motion to defer the item until April 26, 2011 at 5:00 P.M. or as soon as may be heard thereafter including new visual simulations, proposed landscaping, power supply to the tower, maintenance and upkeep of the road. Encourage applicant to work with neighboring landowners. The motion carried 3-1 with Commissioner Baird voting nay.

Closing Comments

Public Comments - 15 minutes

37. PM Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

There were no citizens who wished to present comments to the Board.

Commissioner Byerly requested that staff provide information as to why signs explaining the County's airboat ordinance have not been posted at public boat ramps.

Commissioner Baird requested information on the SW 1st Place Multi-Use Path project.

Adjourn

There being no further business the meeting was adjourned at 9:33 P.M.

CONSENT/Community Outreach

Recognitions and Proclamations

39. Proclamation: "National Medal of Honor Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Have the proclamation, "National Medal of Honor Day" presented at an event honoring Duane E. Dewey on March 26, 2011.

40. Proclamation: "M.M. Parrish Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring April 16, 2011 as "M.M. Parrish Day" in Alachua County at the event honoring their 100th anniversary.

41. Proclamation: "Bike Florida -- Florida's Eden Week" in Alachua County, Florida
Amount: N/A
Recommended Action: Approve a proclamation declaring March 26 - April 1, 2011 as "Bike Florida - Florida's Eden Week" in Alachua County, Florida.

CONSENT/Governmental Units

Constitutional Officers/Other Governmental Units

42. Removal of Uncollectible Accounts from the Financial Statements
Amount: $993,600.19
Recommended Action: Adopt the Resolution and Authorize the Removal of Uncollectible Accounts from the Financial Statements.

43. Ratification of the Warrants List
Amount: $3,207,430.74
Recommended Action: Ratify the Warrant List.

44. Approval of the Board of County Commission Minutes
Amount: N/A
Recommended Action: Approve the following Board of County Commission Minutes: January 18, 2011, January 25, 2011, February 1, 2011, February 25, 2011.

Advisory Board and Committee Reports

45. Resolution Restructuring Rural Concerns Advisory Committee Membership

Amount: N/A
Recommended Action: Adopt Resolution 11-__ to restructure the membership of the Rural Concerns Advisory Committee.

County Manager

46. Report of Contracts Signed by the County Manager and Staff for January, 2011
Amount: N/A
Recommended Action: Approve the Report of Contracts Signed by the County Manager and staff for January 2011 and include copies in the minutes of the Board of County Commissioners.

47. Earth Hour Resolution to cooperate with the City of Gainesville
Amount: N/A
Recommended Action: Adopt the Resolution for participation in Earth Hour on March 26, 2011.

Support Services Group

48. Annual Purchase and Delivery of Limerock Material: Bid 11-4 Rebid
Amount: Annual Estimated Budget $50,000.00
Recommended Action: Approve the award of Bid 11-4 Rebid; Annual Purchase and Delivery of Limerock Material authorize the Purchasing Manager, if applicable, to sign the purchase order(s).

49. Beck Auto Sales, Inc.: Finance Report and Purchase Order 111152
Amount: $52,596.00
Recommended Action: Approve the Finance Report and Purchase Order 111152 issued to Beck Auto Sales, Inc.

50. Solid Waste: First Amendment to Solid Waste, Recyclable Materials and Yard Trash Collection Agreement
Amount: $26,181.60
Recommended Action: Approve the First Amendment to Solid Waste, Recyclable Materials and Yard Trash Collection Agreement with EWS.

51. Renovation of the Alachua County Administration Building Kitchen/Bathroom in the Tax Collector's Office
Amount: $45,000.00
Recommended Action: Approve the Budget Amendment, accept the unanticipated revenue and amend the FY11 Capital Improvement Program (CIP).

Community Planning Group

52. City of Gainesville Transferring Various Parcels in the Southwest Area
Amount: N/A
Recommended Action: Adopt the resolution and authorize the Chair to execute the County Deed transferring ownership of various parcels located in the southwest area of Gainesville's city limits.

53. Public Utility Easement to the City of Gainesville over a Portion of the County's Criminal Courthouse Property
Amount: N/A
Recommended Action: Adopt the Resolution and authorize the Chair to execute the public utility easement related to the County's Criminal Courthouse property.

54. Warranty Deed from Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District, Inc. for Lot 13 of Sugarfoot Oaks, Unit 3
Amount: N/A
Recommended Action: That the Warranty Deed be accepted by the Board.

55. Interlocal Agreement with Gainesville and Waldo for Extension of GRU Wastewater Line
Amount: N/A
Recommended Action: Execute the Interlocal Agreement, and direct the Clerk to record the executed Agreement in the official records of the County.

56. Henderson Land Trust in Connection with the SW 8 Avenue to SW 20 Connection - Connect to SW 61 Street Improvement Project
Amount: 126,350.00
Recommended Action: Approve the Purchase and Sale Agreement and the Chair to be authorized to execute any additional documents approved by the County Attorney necessary to complete this transaction.

59. Establish Gainesville Golf and Country Club Assessment Fund
Amount: $497,685.00
Recommended Action: Approve Resolution and Budget Amendment for Gainesville Golf and Country Club Assessment Fund.

Community Services Group

62. Neighborhood Stabilization Program (NSP) Sales Agreements
Amount: $172,000.00
Recommended Action: Approve Sales Agreements for Neighborhood Stabilization Program (NSP) 005 and NSP 008.

63. Notice to Proceed: Neighborhood Stabilization Program (NSP) Notice to Proceed Amendment Number 2 for NSP 003
Amount: $13,014.00
Recommended Action: Approve the Neighborhood Stabilization Program Notice to Proceed Amendment Number 2 for NSP House 003.

64. Solid Waste: Authorization to Advertise Full Cost Accounting Statement
Amount: $1,100.00
Recommended Action: Authorize advertisement of the Full Cost Accounting Statement for Fiscal Year 2009-2010 for Solid Waste.

65. Criminal Justice, Mental Health, and Substance Abuse Reinvestment Expansion Grant Contract with Meridian Behavioral Healthcare, Inc.
Amount: $416,500.00
Recommended Action: Approve the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Expansion Grant Contract with Meridian Behavioral Healthcare, Inc. Authorize the Chairman to sign.

66. Group Five and Associates, Inc and Alachua County Agreement for Promotional Activities
Amount: $181,792.00
Recommended Action: Approve the Agreement between Alachua County and Group 5 and Associates, Inc. for promotional activities with regard to the Waste Watcher waste reduction campaign, the Curbside Recycling and Reduction of Solid Waste and Yard Trash campaign and the Hazardous Waste Programs.

Tuesday, May 3, 2011 – 10:00 A.M.
County Administration Building
Grace Knight Conference Room
12 Southeast First Street
Gainesville, Florida

The Alachua County Board of County Commissioners met in special session.

PRESENT: Chair Lee Pinkoson, presiding, Vice-Chair Paula M. DeLaney, Commissioners Susan Baird and Mike Byerly

ABSENT: Commissioner Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, County Attorney David Wagner, Assistant Clerk/Finance Director Todd Hutchison, Deputy Clerk Bob Decker

The meeting was televised on Cox Cable Channel 12.

Chair Pinkoson opened the meeting at 10:00 A.M.

ADOPTION OF THE AGENDA

Commissioner DeLaney moved to adopt the agenda. The motion carried 3-0 with Commissioner Byerly out of the room.

1. Discussion on Latest Budget Issues
   Amount: N/A
   Recommended Action: Hear overview and discuss latest budget issues.

County Manager Randall Reid and Office of Management and Budget Director Suzanne Gable presented the above item.

Commissioner Byerly entered the room at 10:03 P.M.

2. Constitutional Officers Budget Discussion – Supervisor of Elections and Property Appraiser
   Amount: N/A
   Recommended Action: Discuss the Fiscal Year 2012 budget development with the Supervisor of Elections and Property Appraiser.

Supervisor of Elections Pam Carpenter, Office of Management and Budget Director Suzanne Gable, and Property Appraiser Ed Crapo presented the above item.

3. Annual Bus Pass Program
Amount: $6,750.00
Recommended Action: Do not renew the Agreement with the City of Gainesville RTS Annual Bus Pass Program and use $2,000.00 of the $6,750.00 budgeted for this agreement to subsidize the cost of annual bus passes for employees. Employees would be eligible for reimbursement of 1/4 of the cost of the annual bus pass ($420.00) for a maximum reimbursement of $105.00 per employee.

County Manager Randall Reid and Human Resources Manager Kim Baldry presented the above item.

Commissioner Byerly moved to not renew the Agreement with the City of Gainesville RTS Annual Bus Pass Program and use $2,000.00 of the $6,750.00 budgeted for this agreement to subsidize the cost of annual bus passes for employees. Employees would be eligible for reimbursement of 1/4 of the cost of the annual bus pass ($420.00) for a maximum reimbursement of $105.00 per employee.

Chair Pinkoson recognized RTS Marketing and Communications Supervisor Chip Skinner who presented comments to the Board.

Commissioner Byerly moved the substitute motion to not renew the Agreement with the City of Gainesville RTS Annual Bus Pass Program and use $2,000.00 of the $6,750.00 budgeted for this agreement to subsidize the cost of annual bus passes for employees if the City of Gainesville develops an Annual Bus Pass Program. Employees would be eligible for reimbursement of 3/4 of the cost of the annual bus pass ($420.00) for a maximum reimbursement of $315.00 per employee.

Chair Pinkoson recognized Growth Management Director Steve Lachnicht who presented comments to the Board.

Commissioner Byerly moved the substitute motion to not renew the Agreement with the City of Gainesville RTS Annual Bus Pass Program and use $2,000.00 of the $6,750.00 budgeted for this agreement to subsidize the cost of annual bus passes for employees if the City of Gainesville develops an Annual Bus Pass Program. Employees would be eligible for reimbursement of 1/2 of the cost of the annual bus pass ($420.00) for a maximum reimbursement of $210.00 per employee.

The motion failed 2-2 with Commissioners Baird and Pinkoson voting nay.

Chair Pinkoson recognized County Attorney David Wagner and Human Resources Manager Kim Baldry who presented comments to the Board.

MEETING RECESSED 12:06 P.M.

MEETING RECONVENED 1:30 P.M.

4. Public Works Department – Program and Service Presentation
Amount: N/A
Recommended Action: Hear overview of presentation by Public Works department and discuss related issues.

Public Works Director Richard Hedrick, Fleet Manager Ray Griffin, Waste Alternatives Manager Sally Palmi, Senior Administrative Support Manager Kenneth Fair, and Parks/Open Space Superintendent Robert Avery presented the above item.

By consensus the Board directed staff to determine whether user fees paid by organizations could pay for maintenance at Forest Park.

Chair Pinkoson recognized Cindy Smith, Mary Anderson, Animal Services Director Dave Flagler, County Attorney David Wagner, County Engineer David Cerlanek, and Operations Manager Michael Fay, who presented comments to the Board.

5. Environmental Protection Department – Program and Service Presentation
Amount: N/A
Recommended Action: Hear presentation by the Environmental Protection Department and discuss related budget issues.

Environmental Protection Director Chris Bird and Land Conservation Manager Ramesh Buch presented the above item.

Chair Pinkoson recognized County Manager Randall Reid, Bob Palmer, Missy Long, Gladys Lane, Mary Anderson, Public Works Director Richard Hedrick, and Growth Management Director Steve Lachnicht, who presented comments to the Board.

Commission General and Informal Discussion

Chair Pinkoson requested that the Manager delay his presentation on the Jail to the County Manager's Report at the regular meeting held Tuesday, May 10, 2011.

Commissioner Byerly requested cost breakdowns for the two HVAC systems that the Board will be asked to consider for the Jail.

There being no further business the meeting was adjourned at 5:38 P.M.

_____
J. K. Irby, Clerk to the Board
of County Commissioners

June 28, 2011 Regular BoCC Meeting
Agenda Item #29

Title
Report of Contracts Signed by the County Manager and Staff, April 2011 (Amended)

Amount
N/A

Description
Request Approval of the Report of Contracts Signed by County Manager and Staff for April of 2011

Recommendation
Accept the Report of Contracts Signed by County Manager and Staff for April of 2011 and include a copy of the agreements in the minutes.

Alternative(s)
Do not accept the report and provide direction

Requested By
John Johnson

Originating Department
Office of management and Budget

Attachment(s) Description
Report of Contracts signed by County Manager and Staff - April 2011

Documents Requiring Action
Report of contracts signed by teh County manager and Staff for April 2011

Executive Summary
Report of Contracts signed by County Manager and County Staff for April 2011 as authorized by guidelines adopted by the Board of County Commissioners. Copies of the agreements to be include in the Board's minutes.

Background
At their regular meeting on December 12, 2000 the Board of County Commissioners adopted guidelines governing signature authority for contracts that could be signed by the County Manager and County Staff and provided that a copy of any such contracts be included in the Board's minutes. Originals of contracts are maintained by the Office of Management and Budget. This report is of contracts signed in April, 2011. It includes several contracts signed in prior months not included in te rports for those months.

Issues
Whether to include a copy of the contracts in the Boards Agenda. Not doing so would require revision of the Board's Guidelines

Fiscal Recommendation
Funding for or revenues derived from contracts are included in the appropriate annual budget and are detailed on the County Manager summary attached to each agreement

Fiscal Alternative(s)
Funding for or revenues derived from contracts are included in the appropriate annual budget and are detailed on the County Manager summary attached to each agreement

Funding Sources
various

Account Code(s)
various

Attachment: Report of Contracts Signed April 2011final.pdf

CONTRACTS SIGNED BY COUNTY MANAGER OR STAFF

May 2011

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7600	TICETSATWORK.COM	NA	AGREEMENT FOR TICKETS AT WORK PROGRAM FOR COUNTY EMPLOYEES	4/29/2011	ADMIN SERVICES - HUMAN RESOURCES	
7434	D.A.B. CONSTRUCTORS, INC	($53,912.15)	CHANGE ORDER #2 TO AGREEMENT FOR CONSTRUCTION OF THE SW 62ND BLVD CONNECTOR	4/22/2011	PUBLIC WORKS	RESCINDS CHANGE ORDER #1 WHICH INCREASED TOTAL AMOUNT. CO2 MOVES MONEY FROM OWNERS CONTINGENCY TO CONTRACT AMOUNT. NEW CONTRACT AMOUNT IS $4,020,579.00. OVERALL APPROVED AMOUNT UNCHANGED
7351	CORPORATE CONSTRUCTION LLC	($1,200.00)	FIRST AMENDMENT TO AGREEMENT TO REFURBISH HOUSE AT 12017 NW 16TH TERRACE, ALACHUA, FL	4/11/2011	GROWTH - HOUSING	FUNDED UNDER THE CDBG* NSP**. NEW CONTRACT AMOUNT $44,202.00
7308	OELRICH CONSTRUCTION, INC	($3,388.31)	FIRST AMENDMENT TO JOB ORDER CONTRACT TASK #8 FOR REMODELING AT FLEET MANAGEMENT OFFICES	4/7/2011	ADMIN SERVICES - FACILITIES	New total: $51,191.43
7347	CROSSFIRE CONSTRUCTION, INC	($793.00)	SECOND AMENDMENT TO AGREEMENT TO REFURBISH HOUSE AT 2923 NE 11TH TERRACE, GAINESVILLE FL	4/7/2011	GROWTH - HOUSING	FUNDED UNDER THE CDBG* NSP**. NEW CONTRACT AMOUNT $43,693.00
7538	V. E. WHITEHURST & SONS, INC	($55,420.00) [Net]	FIELD CHANGE ORDER #1 TO AGREEMENT FOR MILL AND RESURFACE OF SE CR 325 FROM CR346 TO US 301	3/10/2011 (Received April 25, 2011)	PUBLIC WORKS	MOVED FROM OWNER CONTINGENCY
7538	V. E. WHITEHURST & SONS, INC	($15,422.50)	FIELD CHANGE ORDER #2 TO AGREEMENT FOR MILL AND RESURFACE OF SE CR 325 FROM CR346 TO US 301	4/5/2011	PUBLIC WORKS	MOVED FROM OWNER CONTINGENCY
7538	V. E. WHITEHURST & SONS, INC	($38,411.00)	FIELD CHANGE ORDER #3 TO AGREEMENT FOR MILL AND RESURFACE OF SE CR 325 FROM CR346 TO US 301	4/25/2011	PUBLIC WORKS	MOVED FROM OWNER CONTINGENCY
NA	HARVEST COMMUNITY WORSHIP CENTER	NA	COMMUNITY SERVICE PROGRAM AGREEMENT	4/27/2011	COURT SERVICES	
NA	UF SCHOOL OF BUILDING CONSTRUCTION	NA	COMMUNITY SERVICE PROGRAM AGREEMENT	4/15/2011	COURT SERVICES	
NA	OLD JERUSALEM MISSIONARY BAPTIST CHURCH	NA	COMMUNITY SERVICE PROGRAM AGREEMENT	4/18/2011	COURT SERVICES	
NA	SOLDIERS OF THE CROSS CHURCH	NA	COMMUNITY SERVICE PROGRAM AGREEMENT	4/5/2011	COURT SERVICES	
NA	COTTON CLUB MUSEUM AND CULTURAL CENTER, INC	NA	eCivis GRANT NAVIGATOR ACCESS AGREEMENT	4/21/2011	OMB - CONTRACTS/GRANTS	
NA	SALVATION ARMY OF GAINESVILLE	NA	eCivis GRANT NAVIGATOR ACCESS AGREEMENT	4/4/2011	OMB - CONTRACTS/GRANTS	
NA	TRUE FREEDOM FOUNDATION, INC	NA	eCivis GRANT NAVIGATOR ACCESS AGREEMENT	2/23/2011	OMB - CONTRACTS/GRANTS	
NA	HOUSE OF HOPE, INC	NA	eCivis GRANT NAVIGATOR ACCESS AGREEMENT	4/1/2011	OMB - CONTRACTS/GRANTS	
NA	PADDLE FLORIDA, INC	NA	eCivis GRANT NAVIGATOR ACCESS AGREEMENT	4/11/2011	OMB - CONTRACTS/GRANTS	

* Community development Block Grant
** Neighborhood Stabilization Program

CONTRACTS SIGNED BY COUNTY MANAGER OR STAFF

May 2011

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
NA	PUTNAM LAND CONSERVANCY	NA	eCivis GRANT NAVIGATOR ACCESS AGREEMENT	2/4/2011	OMB - CONTRACTS/GRANTS	
NA	BLASER FAMILY FOUNDATION	NA	eCivis GRANT NAVIGATOR ACCESS AGREEMENT	4/12/2011	OMB - CONTRACTS/GRANTS	

* Community development Block Grant
** Neighborhood Stabilization Program

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7600	TICETSATWORK.COM	NA	AGREEMENT FOR TICKETS AT WORK PROGRAM FOR COUNTY EMPLOYEES	4/29/2011	ADMIN SERVICES - HUMAN RESOURCES	
7434	D.A.B. CONSTRUCTORS, INC	($53,912.15)	CHANGE ORDER #2 TO AGREEMENT FOR CONSTRUCTION OF THE SW 62ND BLVD CONNECTOR	4/22/2011	PUBLIC WORKS	RESCINDS CHANGE ORDER #1 WHICH INCREASED TOTAL AMOUNT. CO2 MOVES MONEY FROM OWNERS CONTINGENCY TO CONTRACT AMOUNT. NEW CONTRACT AMOUNT IS $4,020,579.00. OVERALL APPROVED AMOUNT UNCHANGED
7351	CORPORATE CONSTRUCTION LLC	($1,200.00)	FIRST AMENDMENT TO AGREEMENT TO REFURBISH HOUSE AT 12017 NW 16TH TERRACE, ALACHUA, FL	4/11/2011	GROWTH - HOUSING	FUNDED UNDER THE CDBG* NSP**. NEW CONTRACT AMOUNT $44,202.00
7308	OELRICH CONSTRUCTION, INC	($3,388.31)	FIRST AMENDMENT TO JOB ORDER CONTRACT TASK #8 FOR REMODELING AT FLEET MANAGEMENT OFFICES	4/7/2011	ADMIN SERVICES - FACILITIES	New total: $51,191.43
7347	CROSSFIRE CONSTRUCTION, INC	($793.00)	SECOND AMENDMENT TO AGREEMENT TO REFURBISH HOUSE AT 2923 NE 11TH TERRACE, GAINESVILLE FL	4/7/2011	GROWTH - HOUSING	FUNDED UNDER THE CDBG* NSP**. NEW CONTRACT AMOUNT $43,693.00
7538	V. E. WHITEHURST & SONS, INC	($55,420.00) [Net]	FIELD CHANGE ORDER #1 TO AGREEMENT FOR MILL AND RESURFACE OF SE CR 325 FROM CR346 TO US 301	3/10/2011 (Received April 25, 2011)	PUBLIC WORKS	MOVED FROM OWNER CONTINGENCY
7538	V. E. WHITEHURST & SONS, INC	($15,422.50)	FIELD CHANGE ORDER #2 TO AGREEMENT FOR MILL AND RESURFACE OF SE CR 325 FROM CR346 TO US 301	4/5/2011	PUBLIC WORKS	MOVED FROM OWNER CONTINGENCY
7538	V. E. WHITEHURST & SONS, INC	($38,411.00)	FIELD CHANGE ORDER #3 TO AGREEMENT FOR MILL AND RESURFACE OF SE CR 325 FROM CR346 TO US 301	4/25/2011	PUBLIC WORKS	MOVED FROM OWNER CONTINGENCY
NA	HARVEST COMMUNITY WORSHIP CENTER	NA	COMMUNITY SERVICE PROGRAM AGREEMENT	4/27/2011	COURT SERVICES	
NA	UF SCHOOL OF BUILDING CONSTRUCTION	NA	COMMUNITY SERVICE PROGRAM AGREEMENT	4/15/2011	COURT SERVICES	
NA	OLD JERUSALEM MISSIONARY BAPTIST CHURCH	NA	COMMUNITY SERVICE PROGRAM AGREEMENT	4/18/2011	COURT SERVICES	
NA	SOLDIERS OF THE CROSS CHURCH	NA	COMMUNITY SERVICE PROGRAM AGREEMENT	4/5/2011	COURT SERVICES	
NA	COTTON CLUB MUSEUM AND CULTURAL CENTER, INC	NA	eCivis GRANT NAVIGATOR ACCESS AGREEMENT	4/21/2011	OMB - CONTRACTS/GRANTS	
NA	SALVATION ARMY OF GAINESVILLE	NA	eCivis GRANT NAVIGATOR ACCESS AGREEMENT	4/4/2011	OMB - CONTRACTS/GRANTS	
NA	TRUE FREEDOM FOUNDATION, INC	NA	eCivis GRANT NAVIGATOR ACCESS AGREEMENT	2/23/2011	OMB - CONTRACTS/GRANTS	
NA	HOUSE OF HOPE, INC	NA	eCivis GRANT NAVIGATOR ACCESS AGREEMENT	4/1/2011	OMB - CONTRACTS/GRANTS	
NA	PADDLE FLORIDA, INC	NA	eCivis GRANT NAVIGATOR ACCESS AGREEMENT	4/11/2011	OMB - CONTRACTS/GRANTS	

* Community development Block Grant
** Neighborhood Stabilization Program

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
NA	PUTNAM LAND CONSERVANCY	NA	eCivis GRANT NAVIGATOR ACCESS AGREEMENT	2/4/2011	OMB - CONTRACTS/GRANTS	
NA	BLASER FAMILY FOUNDATION	NA	eCivis GRANT NAVIGATOR ACCESS AGREEMENT	4/12/2011	OMB - CONTRACTS/GRANTS	

* Community development Block Grant
** Neighborhood Stabilization Program

APR 27 2011

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency." HARVEST COMMUNITY WORSHIP CENTER

Supervising Agency's Representative: PASTOR ARTHUR CLARK

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

A. To provide community service program participants, when possible, to the requesting supervising agency.

B. To provide counseling for and supervision of the participants.

C. To cooperate with and assist the Supervising Agency in regard to any program related problems.

D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.

E. To provide quarterly visits to active supervising agencies within Alachua County.

F. To provide periodic telephone follow-up on participant's progress and problem identification.

G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.

H. To accept the supervising agency's decision to terminate any participant without cause.

I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.

J. To verify work completion by participants through the use of time sheets with authorized signature.

THE SUPERVISING AGENCY AGREES:

A. To provide work and necessary work materials for the Community Service Program participants.

B. To provide training, when needed, on the proper utilization of work equipment.

C. To provide safe work conditions and equipment as necessary.

D. The Community Service Program participants will not be required to perform hazardous duties.

E. To provide the Sponsor with a brief job description.

F. To notify the Sponsor of new or additional personnel who are authorized to sign the Certification of Compliance forms, along with an updated signature card.

G. The Community Service Program participants will not be reassigned to a different work site without approval by the Sponsor.

H. To notify the Sponsor if termination of placement of any participant is desired.

I. To certify completion of Community Service Program participants' work, on the Certificate of Compliance form provided by the Sponsor to the Supervising Agency, for each participant.

J. To maintain current records of all participants' names and hours worked, and to provide access to the records for verification purposes by the Sponsor.

THE SUPERVISING AGENCY UNDERSTANDS:

A. Community Service clients will never be requested to perform work at a time that would interfere with their employment.

B. It is not acceptable for Community Service clients to "trade" materials, supplies, etc., for credit work hours.

C. According to Florida Statue Number 948.031, Community Service work may be performed for a tax supported or tax exempt entity, only with the consent of such entity. Public service work may include, but shall not be limited to, any of the following types of public service.

1) Maintenance work on any property or building owned or leased by any state, county, or municipal or any non-profit organization or agency.

2) Maintenance work on any state owned, county owned, or municipally owned road or highway.

3) Landscaping or maintenance work in any state, county, or municipal park or recreation area.

4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.

D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: DDL

Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 5/4/11

SUPERVISING AGENCY:

by: Pastor Arthur Clark

Title: PASTOR ARTHUR CLARK

Address: P.O. 602
GAINESVILLE FL 32602

Phone: 352-225-0670

Date: 4-27-2011

APR 15 2011

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

Patty Barritt
hereinafter referred to as the "Supervising Agency."

Supervising Agency's Representative: School of Bldg Construction - U of F

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

A. To provide community service program participants, when possible, to the requesting supervising agency.

B. To provide counseling for and supervision of the participants.

C. To cooperate with and assist the Supervising Agency in regard to any program related problems.

D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.

E. To provide quarterly visits to active supervising agencies within Alachua County.

F. To provide periodic telephone follow-up on participant's progress and problem identification.

G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.

H. To accept the supervising agency's decision to terminate any participant without cause.

I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.

J. To verify work completion by participants through the use of time sheets with authorized signature.

THE SUPERVISING AGENCY AGREES:

A. To provide work and necessary work materials for the Community Service Program participants.

B. To provide training, when needed, on the proper utilization of work equipment.

C. To provide safe work conditions and equipment as necessary.

D. The Community Service Program participants will not be required to perform hazardous duties.

E. To provide the Sponsor with a brief job description.

F. To notify the Sponsor of new or additional personnel who are authorized to sign the Certification of Compliance forms, along with an updated signature card.

G. The Community Service Program participants will not be reassigned to a different work site without approval by the Sponsor.

H. To notify the Sponsor if termination of placement of any participant is desired.

I. To certify completion of Community Service Program participants' work, on the Certificate of Compliance form provided by the Sponsor to the Supervising Agency, for each participant.

J. To maintain current records of all participants' names and hours worked, and to provide access to the records for verification purposes by the Sponsor.

THE SUPERVISING AGENCY UNDERSTANDS:

A. Community Service clients will never be requested to perform work at a time that would interfere with their employment.

B. It is not acceptable for Community Service clients to "trade" materials, supplies, etc., for credit work hours.

C. According to Florida Statue Number 948.031, Community Service work may be performed for a tax supported or tax exempt entity, only with the consent of such entity. Public service work may include, but shall not be limited to, any of the following types of public service.

1) Maintenance work on any property or building owned or leased by any state, county, or municipal or any non-profit organization or agency.

2) Maintenance work on any state owned, county owned, or municipally owned road or highway.

3) Landscaping or maintenance work in any state, county, or municipal park or recreation area.

4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.

D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: _____

Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 4/20/11

SUPERVISING AGENCY:

by: Patty Barrett

Title: office Manager

Address: POB 115703
Gainesville, FL 32611

Phone: 352 273 1183

Date: 4/6/11

I:\COMMSERV\Worksite\UNDERSTA.MEM

16

APR 18 2011

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency." Old Jerusalem Missionary Baptist Church

Supervising Agency's Representative: Pastor Tommy L. Brantley

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

A. To provide community service program participants, when possible, to the requesting supervising agency.

B. To provide counseling for and supervision of the participants.

C. To cooperate with and assist the Supervising Agency in regard to any program related problems.

D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.

E. To provide quarterly visits to active supervising agencies within Alachua County.

F. To provide periodic telephone follow-up on participant's progress and problem identification.

G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.

H. To accept the supervising agency's decision to terminate any participant without cause.

I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.

J. To verify work completion by participants through the use of time sheets with authorized signature.

THE SUPERVISING AGENCY AGREES:

A. To provide work and necessary work materials for the Community Service Program participants.

B. To provide training, when needed, on the proper utilization of work equipment.

C. To provide safe work conditions and equipment as necessary.

D. The Community Service Program participants will not be required to perform hazardous duties.

E. To provide the Sponsor with a brief job description.

F. To notify the Sponsor of new or additional personnel who are authorized to sign the Certification of Compliance forms, along with an updated signature card.

G. The Community Service Program participants will not be reassigned to a different work site without approval by the Sponsor.

H. To notify the Sponsor if termination of placement of any participant is desired.

I. To certify completion of Community Service Program participants' work, on the Certificate of Compliance form provided by the Sponsor to the Supervising Agency, for each participant.

J. To maintain current records of all participants' names and hours worked, and to provide access to the records for verification purposes by the Sponsor.

THE SUPERVISING AGENCY UNDERSTANDS:

A. Community Service clients will never be requested to perform work at a time that would interfere with their employment.

B. It is not acceptable for Community Service clients to "trade" materials, supplies, etc., for credit work hours.

C. According to Florida Statue Number 948.031, Community Service work may be performed for a tax supported or tax exempt entity, only with the consent of such entity. Public service work may include, but shall not be limited to, any of the following types of public service.

1) Maintenance work on any property or building owned or leased by any state, county, or municipal or any non-profit organization or agency.

2) Maintenance work on any state owned, county owned, or municipally owned road or highway.

3) Landscaping or maintenance work in any state, county, or municipal park or recreation area.

4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.

D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: _____

Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 4/20/11

SUPERVISING AGENCY:

by: Tommy L. Brantley

Title: Pastor

Address: 909 NE 192nd Avenue
Gainesville, FL 32609

Phone: 352 485-1907

Date: 10/23/10

APR 05 2011

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND Soldiers of the Cross Church.

Asbel Fuentes
hereinafter referred to as the "Supervising Agency."

Supervising Agency's Representative: [signature]

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

A. To provide community service program participants, when possible, to the requesting supervising agency.

B. To provide counseling for and supervision of the participants.

C. To cooperate with and assist the Supervising Agency in regard to any program related problems.

D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.

E. To provide quarterly visits to active supervising agencies within Alachua County.

F. To provide periodic telephone follow-up on participant's progress and problem identification.

G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.

H. To accept the supervising agency's decision to terminate any participant without cause.

I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.

J. To verify work completion by participants through the use of time sheets with authorized signature.

THE SUPERVISING AGENCY AGREES:

A. To provide work and necessary work materials for the Community Service Program participants.

B. To provide training, when needed, on the proper utilization of work equipment.

C. To provide safe work conditions and equipment as necessary.

D. The Community Service Program participants will not be required to perform hazardous duties.

E. To provide the Sponsor with a brief job description.

F. To notify the Sponsor of new or additional personnel who are authorized to sign the Certification of Compliance forms, along with an updated signature card.

G. The Community Service Program participants will not be reassigned to a different work site without approval by the Sponsor.

H. To notify the Sponsor if termination of placement of any participant is desired.

I. To certify completion of Community Service Program participants' work, on the Certificate of Compliance form provided by the Sponsor to the Supervising Agency, for each participant.

J. To maintain current records of all participants' names and hours worked, and to provide access to the records for verification purposes by the Sponsor.

THE SUPERVISING AGENCY UNDERSTANDS:

A. Community Service clients will never be requested to perform work at a time that would interfere with their employment.

B. It is not acceptable for Community Service clients to "trade" materials, supplies, etc., for credit work hours.

C. According to Florida Statue Number 948.031, Community Service work may be performed for a tax supported or tax exempt entity, only with the consent of such entity. Public service work may include, but shall not be limited to, any of the following types of public service.

1) Maintenance work on any property or building owned or leased by any state, county, or municipal or any non-profit organization or agency.

2) Maintenance work on any state owned, county owned, or municipally owned road or highway.

3) Landscaping or maintenance work in any state, county, or municipal park or recreation area.

4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.

D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: Joe K. Digney for J. S.

Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 4/7/11

I:\COMMSERV\Worksite\UNDERSTA.MEM

SUPERVISING AGENCY:

by: [signature]

Title: Pastor

Address: 15 SW 3rd AVE
High Springs, FL 32643

Phone: (386) 454-8788

Date: 4/4/11

#7538

FIELD CHANGE ORDER NO. 3

Project No.: 63_61

Project Name: Mill & Resurfacing of SE CR 325 from SE CR 346 to US 301

Contract No: 7538

Contractor: V.E. Whitehurst & Sons, Inc.

Date: April 25, 2011

1. **General** - This Field Change Order documents a change which does not result in the total contract price exceeding the amount specified in the contract. It assures that the Contractor and the County understand the details of the change and concur in the cost changes which may be associated with it.

2. **Description of Change** -

   - Adjustment of sidedrain pipe and end treatment quantities for contingency replacement at direction of the County Inspector per contract documents. Contractor shall also cut existing sidedrain pipe ends at locations designated by the County Inspector and add mitered end sections per the contract price.

3. **Cost Factors** –

   a. Total cost to be moved from contingency: **$ 38,411.00**

   b. Cost Computations:
   - Increase Item No. 25 – 15" x 21" CMP by 36 LF @ $53.00/LF for a total cost of $1,908.00.
   - Increase Item No. 26 – 18" CMP by 51 LF @ $53.00/LF for a total cost of $2,703.00.
   - Increase Item No. 34 – 15" x 21" CMP Mitered End Section (Sidedrain – Index 273) by 14 EA @ $845.00/EA for a total cost of $11,830.00.
   - Increase Item No. 35 – 18" CMP Mitered End Section (Sidedrain – Index 273) by 26 EA @ $845.00/EA for a total cost of $21,970.00.

Contractor

Inspections Superintendent

County Engineer

Public Works Director

#7538

FIELD CHANGE ORDER NO. 2

Project No.: 6361

Project Name: Mill & Resurfacing of SE CR 325 from SE CR 346 to US 301

Contract No: 7538

Contractor: V.E. Whitehurst & Sons, Inc.

Date: April 5, 2011

1. **General** - This Field Change Order documents a change which does not result in the total contract price exceeding the amount specified in the contract. It assures that the Contractor and the County understand the details of the change and concur in the cost changes which may be associated with it.

2. **Description of Change** -

- Crossdrain at STA 351+73 is shown as a single 24" RCP in plans and is actually a double; both pipes shall be replaced and the end treatment shall be double 24" mitered end section. Cost calculations shown below.
- Addition of sidedrains into side of box culvert at STA 254+87 RT. Cost calculations shown below.
- Extension of sidedrain at STA 261+85 LT to cover existing driveway at STA 262+10 LT. Cost calculations shown below.
- Remove sidedrain at STA 268+00 and construct driveway as ditch block and regrade ditch to flow east towards US 301. Quantities to remain as contingency per contract. This change results in no change to contract price.
- Asphalt placement shall be rolled and compacted in static mode from STA 260+27 to STA 444+21.24 and from STA 30+00 to STA 32+00. This change results in no change to contract price.

3. **Cost Factors** –

a. Total cost to be moved from contingency: **$15,432.50**

b. Cost Computations:

- Increase Item No. 25 – 15" x 21" CMP by 50 LF @ $53.00/LF for a total cost of $2,650.00.
- Increase Item No. 29 – 24" RCP (Sidedrain) by 45 LF @ $63.50/LF for a total cost of $2,857.50.
- Increase Item No. 32 – 24" RCP (Crossdrain) by 47 LF @ $105.00/LF for a total cost of $4,935.00
- Increase Item No. 34 – 15" x 21" CMP Mitered End Section (Sidedrain – Index 273) by 2 EA @ $845.00/EA for a total cost of $1,690.00.
- Decrease Item No. 42 – 24" RCP Mitered End Section (Crossdrain – Index 272) by 2 EA @ $1,800/EA for a total cost of $(3,600.00).
- Increase Item No. 43 – 24" RCP Mitered End Section (Double Crossdrain – Index 272) by 2 EA @ $3,450.00/EA for a total cost of $6,900.00.

Contractor

Inspections Superintendent

County Engineer

Public Works Director 5/25/11

FIELD CHANGE ORDER NO. 1

Project No.:63_61

Project Name: Mill & Resurfacing of SE CR 325 from SE CR 346 to US 301

Contract No: 7538

Contractor: V.E. Whitehurst & Sons, Inc.

Date: March 10, 2011

1. **General** - This Field Change Order documents a change which does not result in the total contract price exceeding the amount specified in the contract. It assures that the Contractor and the County understand the details of the change and concur in the cost changes which may be associated with it.

2. **Description of Change** -

- Delete paragraph three (3) of Section E-02 of the Contract Documents and Specifications and replace with the following: "References to Article Numbers, hereinafter, apply to the FDOT Standard Specifications, 2010 edition, or subsequent revisions." This changes results in no change to contract price.
- Revise Section E-07, Pay Item No. 14 – Milling Asphalt Pavement (1" Avg Depth) to include 'SE 175th Avenue, Micanopy, Alachua County, FL' as another milled asphalt delivery site. This change results in no change to contract price.
- Delete sentence one (1) and two (2) of note 8 on sheet C-3 and replace with "From STA 32+00 to STA 39+00," This results in no change to contract price.
- Replace sheets C-110 and C-111 with sheets signed March 10, 2011. Revised sheets removed ditch from STA 53+00 RT to STA 60+00 RT. This change results in no change to contract price.
- Crossdrains shown in plans shall be replaced with same pipe size at current field elevations with the exception of the crossdrain at STA 420+39 which shall be replaced with 24" RCP. Cost calculations shown below.

3. **Cost Factors** –

a. Total cost to be moved from contingency: **$ 55,420.00**

b. Cost Computations:

- Decrease Item No. 30 – 24" CMP Crossdrain by 16 LF @ $112.00/LF for a total cost of $(1,792.00).
- Increase Item No. 31 – 18" RCP Crossdrain by 146 LF @ $63.50/LF for a total cost of $9,271.00.
- Increase Item No. 32 – 24" RCP Crossdrain by 234 LF @ $105.00/LF for a total cost of $24,570.00.
- Increase Item No. 33 – 30" RCP Crossdrain by 146 LF @ $148.50/LF for a total cost of $21,681.00.
- Decrease Item No. 39 – 24" CMP Mitered End Section (Crossdrain – Index 272) by 2 EA @ $955.00/EA for a total cost of $(1,910.00).
- Increase Item No. 42 – 24" RCP Mitered End Section (Crossdrain – Index 272) by 2 EA @ $1,800/EA for a total cost of $3,600.00.

Contractor

Inspections Superintendent

County Engineer

Public Works Director

#7347

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

April 11, 2011

M E M O R A N D U M

To: Abu Karim, Housing/SHIP
Growth Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on April 7, 2011 & Received in Contracts on April 11, 2011**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

CROSSFIRE CONSTRUCTION, INC.
Second Amendment to the CDBG Neighborhood Stabilization Program
Property location: 2923 NE 11th Terrace, Gainesville, FL.
Term: Notice to Proceed Date – 100 calendar days
Amount: $ 793.00 Increase Account: 203-6551-554.49-99
$ 43,693.00 Total

Please forward this document to the vendor and keep a copy for your file. Your encumbrance number is enclosed. Thank you for your assistance.

Please send me a Notice of Final Completion.

Enclosures

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Neighborhood Stabilization Program (NSP) Notice to Proceed Amendment	
DEPARTMENT:	RETURN TO	CONTACT: Abuahmad Karim
Growth Mgt.	Abuahmad Karim, Assistant Housing Programs Manager	PHONE 352-337-6284
DOCUMENT(S) REQUIRING ACTION:	Attached Notice to Proceed Amendment #2 (Two) for the NSP Home at 2923 NE 11th Terrace, Gainesville, FL	**AMOUNT: $793.00**

EXECUTIVE SUMMARY: Attached is the Notice to Proceed (NTP) Amendment #2 to be signed by the County Manager. The NTP Amendment is an amendment to the Construction Agreement between Alachua County and the Contractor Crossfire Construction, Inc, who is selected to make home repairs to the foreclosed home purchased by Alachua County, through the Neighborhood Stabilization Program. The changes to the scope of work are necessary to complete the needed repairs on the home. NSP funding is available for the NTP Amendments through the Neighborhood Stabilization Program. As the new Work Order price with amendment is below the $50,000.00 threshold, the County Manager is requested to approve and sign the NTP Amendment for the Construction Agreement for the home at 2923 NE 11th Terrace, Gainesville, FL.

BACKGROUND: NSP homes were inspected and bid out in a relatively short period of time to ensure Alachua County obligated the NSP rehab funds by HUD's deadline, September 3rd, 2010. Neither the power nor the water was on at the time of inspection as the homes were foreclosed and not in the County's possession at the time the work order was written. As a result, staff anticipates that each of the 20 NSP homes will have at least one change order. As a result, changes in the scope of work are needed.

Attached please find the Notice to Proceed Amendment #2 for the NSP home located at 2923 NE 11th Terrace, Gainesville.

For this home, Building Official inspected and determined that the existing gas piping from the Gas meter to the Water Heater has deteriorated and needs to be replaced. Removing and replacing the old piping with a new 3/4"' (Inch) Galvanized pipe is required by Code to make the system safe and secure.

ISSUES: Timely approval of the amendment is needed to make necessary repairs and to enable the home to be available for resale to income eligible households.

ACTION

Recommendation: County Manager

County Manager approves and signs the NTP Amendment #2 for construction agreement for the home at 2923 NE 11th Terrace, Gainesville Florida.

BUDGETARY IMPACT

Recommendation: This recommendation has no adverse impact on County.

Funding Sources: **Neighborhood Stabilization Program.**

Associated Costs **$793.00**

Account Code: 203-6550-554.49-99.

ATTACHMENT: Notice to Proceed Amendment #2 for the NSP Home.

Suggested Reference Material:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					4/6/11

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

REC'D GROWTH MGT
ALACHUA COUNTY
2011 MAR 10 PM 3:5

AMENDMENT # TWO

NTP/Project 10DB-4X-03-11-01-F01

Contractor CROSSFIRE CONSTRUCTION INC

Encumbrance # ALACHUA COUNTY

Contract Manager Tom Webster, Alachua County Housing Program Manager

Work Order Name # TWO 2923 NE 11TH TERRANCE GAINESVILLE FL 32609

Work Order Description: DISCONTINUE OLD GAS LINE FROM CITY METER TO HOT WATER HEATER AN RUN NEW LINE TO UNGRADE TO NEW CODES SO WE CAN GET A FINAL FROM THE CITY OF GAINESVILLE FOR THE SUM OF $793.00 FOR NEW UP GRADE

Deliverable(s):

Original Work Order Price: $38,900

Total of Prior Approved Changes $4,000

Amount of this Change in Work Order Add (Deduct) $793.00

New Work Order Price with Amendment: $43,693

Original Completion Date 12/12/2010

New Completion Date 03/29/2011

Approval as to form

Alachua County — Signature: RANDALL H. REID, COUNTY MANAGER — Date: 4/7/11

Contractor — Signature — Date: 3-8-11

Program Consultant — Signature — Date: 3/10/11

Attorney — Signature — Date

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

FROM	M. E. PERKINS CONSTRUCTION & PLUMBING INC. 505 LAFAYETTE AVE. P. O. BOX 6141 LIVE OAK, FL 32064 CBC 1251469 CFC 1426278

PROPOSAL

Page No. 1
of 1 Pages

PROPOSAL SUBMITTED TO:	DATE 03-04-11	
NAME CROSSFIRE CONSTRUCTION	JOB NAME CROSSFIRE	
STREET	STREET 2923 11TH TERRACE	
CITY GAINESVILLE	CITY GAINESVILLE	STATE FL
STATE FL	PHONE	

We hereby submit specifications and estimate for:

GAS PIPING FROM THE GAS METER TO THE HOT WATER PER BUILDING OFFICIAL. PIPE WILL BE 3/4" GALVANIZED PIPE AS PER CODE. PIPING WILL HAVE TO BE SPECIAL TESTED AND INSPECTED BEFORE CONNECTING TO THE WATER HEATER AND GAS METER. AFTER INSPECTION, PIPE WILL BE CONNECTED TO THE METER AND HOT WATER HEATER.

We hereby propose to furnish labor and materials -complete in accordance with the above specifications, for the sum of FOUR HUNDRED NINETY THREE Dollars ($493.00) with payments to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal subject to acceptance within days and if not void thereafter at the option of the undersigned

Authorized Signature _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED: Signature _____

DATE _____ Signature _____

Crossfire
Construction, Inc.
NEW HOMES
ADDITIONS
POLE BARNS
RENOVATIONS
GARAGES
DECKS
RG 0066812
352-281-5275
Office & Fax 352-486-6086

2923 N.E. 11TH STREET GAINSVILLE FL, $300.00 FOR THE EXCAVATION AND DISCONTINUOUS OF THE OLD BURIED GAS LINE. M. E. PERKINS CONSTRUCTION & PLUMBING INC. IS CHARING $493.00 SEE ATTACHED PROPOSAL BRINGING TOTAL TO $793.00

PRES, CROSSFIRE CONSTRUCTION INC.
TIMOTHY DAUGHTERY
MARCH 8, 20011

7600

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: TicketsAtWork.com Corporate Benefits Program

DEPARTMENT:	**RETURN TO**	**CONTACT:** Karen Gerding
Admin. Svcs./ HR	Karen Gerding	**PHONE #:** 6165

DOCUMENT(S) REQUIRING ACTION:	TicketsAtWork.com Corporate Application and Setup Form	**AMOUNT:** none

EXECUTIVE SUMMARY:

TicketsAtWork.com, an Entertainment Benefits Group Company offers discount packages to Organizations which are not available to the General Public. This Company does not charge a fee to the organization or require sales minimums.

BACKGROUND:

In the past, the County received discount offers which were sent to employees via Human Resources. Many theme parks, and others in the entertainment industry have joined companies such as TicketsAtWork.com, to have one central source to offer a variety of discount offers available. TicketsAtWork.com contacted the County to offer Alachua County Employees the opportunity of receiving discounts to Florida attractions, Theme parks, Dinner shows, Cirque du Soleil and Hotels.

ISSUES: None identified.

ACTION

Recommendation: Approve the TicketsAtWork.Com Corporate Benefits Program Corporate Applications and Setup Form to allow employees the option to participate in the program.

BUDGETARY IMPACT

Recommendation:	No budgetary costs incurred.
Funding Sources:	n/a
Associated Costs	n/a
Account Code:	n/a

Attachments: TicketsAtWork.com Corporate Application and Setup Form

Suggested reference material:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					4/29/11

CORPORATE APPLICATION & SETUP FORM

TicketsAtWork.com Corporate Benefits Program

TicketsAtWork.com

Presented by Entertainment Benefits Group

COMPANY/ORGANIZATION NAME	**Alachua County Board of County Commissioners (BoCC)**
ADDRESS	**STREET: 12 SE 1 STREET** **CITY: GAINESVILLE** **STATE: FL** **ZIP: 32601**
CONTACT INFORMATION	**NAME: Karen Gerding** **POSITION: HR Supervisor** **PHONE: 352/374-5219** **FAX: 352/374-5233** **EMAIL: kpg@alachuacounty.us**
ALTERNATE CONTACT INFORMATION	**NAME: Barbara Fair** **POSITION: HR Technician** **PHONE: 352/374-5219** **FAX: 352/374-5233** **EMAIL: bafair@alachuacounty.us**
# OF EMPLOYEES/MEMBERS **# OF LOCATIONS**	872 1

HOW DO YOU PLAN TO INFORM YOUR MEMBERS/EMPLOYEES OF THIS PROGRAM?

__X__ **Posters for Bulletin Boards** ____ Company Intranet ___X_ **Email** ____ Desk Drop Off

__X__ **New Hires Package** ____ Newsletter ____ Check/Payroll Stuffer ____ Other:_____

WHICH OF THE FOLLOWING GEOGRAPHIC REGION(S) ARE APPLICABLE TO YOUR ORGANIZATION?

____East Cost ____California _____Midwest

__X_Florida/S.Florida ____ National _____Other: _____

WHICH DISCOUNTS WOULD MOST INTEREST YOUR EMPLOYEES?

____Vegas shows and attractions _____ Broadway shows ___X___**Cirque du Soleil** _____California attractions

__X__ **Florida attractions** __X___ **Theme parks** ___X___ **Dinner shows** __X___ **Hotels**

ALL OFFERS ARE CONFIDENTIAL & NOT AVAILABLE TO THE GENERAL PUBLIC:

By signing this Application and Company Setup Form, the members and employees in your Company are enrolled as members of the TicketsAtWork Corporate Discount Program. The company/organization agrees that all conversations and documentation regarding entertainment discounts are not available to the general public and agrees to promote and distribute the information about the TicketsAtWork Corporate Discount Program Presented by Entertainment Benefits Group to members and/or employees via corporate communications only (intranet website, email, bulletin boards, newsletters, etc.).

Regardless of any conflicting language contained herein, the County (Organization) reserves the right to (1) retain any documentation or information related to the benefits of the program and (2) disclose any information as as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management.

I agree that as a Corporate Member Company in this program, member and employee participation in the Program offered by EBG is completely voluntary.

RANDALL H. REID, COUNTY MANAGER
NAME

SIGNATURE

DATE

Return form to:
TicketsAtWork Corporate Benefits Program
ATTN: VICKIE CHURCH
19495 Biscayne Blvd. #600, Aventura, FL 33180
Fax: 305-907-5032

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

#7351

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

April 18, 2011

MEMORANDUM

To: Tom Webster, Housing/SHIP
Growth Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on April 11, 2011 & Received by Contracts April 15, 2011**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

CORPORATE CONSTRUCTION, LLC
First Amendment to the CDBG Neighborhood Stabilization Program
Property location: 12017 NW 164th Terrace, Alachua, FL
Term: Notice to Proceed Date – Completion Date of 3/25/2011
Amount: $ 1,200.00 Increase Account: 203-6550-554.49-99
$44,202.00 Total

Please forward this document to the vendor and keep a copy for your file. Attached is your encumbrance change order. Thank you for your assistance.

Please send me a Notice of Final Completion.

Enclosures

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Neighborhood Stabilization Program (NSP) Notice to Proceed Amendments		
DEPARTMENT:	**RETURN TO**	**CONTACT:**	Tom Webster
Growth Mgt.	Tom Webster, Housing Programs Manager	**PHONE**	352 337-6285
DOCUMENT(S) REQUIRING ACTION:	Notice to Proceed Amendments for 1 NSP Home: 12017 NW 164th Terrace, Alachua, FL 32615 re: Encumbrance No. 101370	**AMOUNT: $1,200.00**	

EXECUTIVE SUMMARY: Attached is one Notice to Proceed (NTP) Amendments to be signed by the County Manager. The NTP Amendment is an amendment to a construction agreement between Alachua County and Corporate Construction, LLC, who was selected to make home repairs to foreclosed homes purchased by Alachua County, through the Neighborhood Stabilization Program. The contractor is requesting this change order to rplace wood siding due to unseen water damage around chimney and wall.

BACKGROUND:

Corporate Construction was hired by Alachua County to complete repairs for NSP home located at 12017 NW 164th Terrace, Alachua, Florida. Additional repairs not included in the original work order are needed to complete the job.

ISSUES: Timely approval of this amendment is necessary to complete repairs, process payments, and make the home available for resale.

ACTION

Recommendation County Manager approves and signs NTP Amendment for construction agreement with Corporate Construction, LLC.

BUDGETARY IMPACT

Recommendation:	This recommendation has no adverse impact on County.
Funding Sources:	**Neighborhood Stabilization Program**
Associated Costs	$1,200.00
Account Code:	203-6550-554.49.99

ATTACHMENTS: Notice to Proceed Amendments for 12017 NW 164th Terrace, Alachua, Florida

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					4/7/11 4/11/11

rec'd back 4/15/11

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

REC'D GROWTH MGT
ALACHUA COUNTY, FL
2011 MAR 23 PM 2:4

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

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 3/11/11

Contractor — Teresa L Kadyerey — Signature — Date 3/7/2011

Program Consultant — Signature — Date 3/23/11

Attorney — Signature — Date

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Bid for C/O #1

Bid No.	2011-1	Date	3/2/2011

Job:	NSP Rehab-12017 N.W 164th Terrace		
Location:	Alachua, FL 32615		
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:

Teresa L Radzierczy

Acknowledgment of Bid	Tax	
Delivery:	Excluded	
	Included	
	Received by	

7308
TA# 8
CO#1

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

April 11, 2011

MEMORANDUM

To: Ron Akins
Administrative Support Manager (Facilities)

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on April 7, 2011 & Received in Contracts April 11, 2011**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

OELRICH CONSTRUCTION, INC.
Job Order Construction Task #8 Amendment #1
Amount: $ 3,388.31 Increase **Account: 001-1812-519.46-21**
$52,191.43 Total
RFP #10-73

Please forward the document to the vendor and keep a copy for your files. Also attached is your encumbrance change order. Thank you for your assistance.

Enclosures

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail: omb@alachuacounty.us ■ Home Page: www.alachua.fl.us

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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Job Order Contract (JOC) Construction Amendment #1 Vinyl Composite Tile (VCT) Replacement		
DEPARTMENT: Administrative Services	RETURN TO: Charlie R. Jackson	CONTACT: Bryan Schneider	PHONE 384-3190
DOCUMENT(S) REQUIRING ACTION:	JOC Amendment #1 with Oelrich Construction	AMOUNT **$3,384.70**	

EXECUTIVE SUMMARY: We have an existing JOC Construction Project for Fleet Management that consists of the demolition and construction required to complete the office modifications and install an additional awning for the Fleet Management Building. During the original review by Facilities, the existing tile floor was going to be cleaned instead of being replaced. Upon moving furniture and fixtures within the area, it was determined the existing flooring needed to be replaced. A change order is needed to replace the existing VCT.

BACKGROUND: Ray Griffin, Fleet Manager had requested a Proposal from the Job Order Contractor to renovate the office adjacent to the Fleet Department that was vacated by the Parks Department. The scope of the work included the installation of two doors in a block fire wall, additional electrical needs, sheetrock replacement, painting office, doors, parts room steel wall, insulate the south steel wall, new locks with key system on the exterior and interior doors. Continue new steel awning along the east side of the fleet building to match the existing awning.

ISSUES: Current VCT is over 16 years old with heavy grease traffic and cannot be cleaned, need to replace per flooring expert George Kleckley from Facilities Management. If not replaced the existing flooring will be a trip hazard.

ACTION

Recommendation: Approve and execute JOC Amendment #1 with Oelrich Construction, Inc.

BUDGETARY IMPACT

Recommendation:	Sufficient Budget exists for this change order
Funding Sources:	Admin. Services/Facilities Management General Fund
Associated Costs	N/A
Account Code:	001-1812-519.46-21

ATTACHMENTS: Job Order Contract Amendment #1 Proposal, from Oelrich Construction, Inc.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
3/16/11		5			4/7/11

EXHIBIT B: ALACHUA COUNTY JOB ORDER CONTRACT
JOB ORDER AMENDMENT

AMENDMENT #	01
NTP/Project #	008
Contractor:	Oelrich Construction Inc.
Encumbrance #	111071
Contract Manager:	Bryan Schneider CPC
Work Order Name #:	**Alachua County Public Works Fleet Management/ Addition VCT Replacement**

Work Order Description: Replace existing office VCT, VCT is over 16 years of heavy traffic. Replace to match new renovation color selection.
Deliverable(s): Install 1100 Sq. Ft. of VCT and matching 4" vinyl base. Wax all new VCT before installing existing furniture. Price includes moving all furniture.

Original Work Order Price:	$48,803.12
Total of Prior Approved Changes	0
Amount of this Change in Work Order Add or (deduct)	$3,388.31
New Work Order Price with Amendment:	$52,191.43

Original Completion Date	April 6, 2011
New Completion Date	April 6, 2011

Alachua County: By: 3/16/11
Date: 4/7/2011

RANDALL H. REID, COUNTY MANAGER

Approved as to Form
Alachua County Attorney

Contractor: By:
Date: 3/16/2011

March 10, 2011

Bryan Schneider
Capital Projects Coordinator
Alachua County Facilities Management
105 SE 1st Avenue, Suite 2B
Gainesville, FL 32601

OELRICH CONSTRUCTION inc.

Re: JOC - Construction Proposal
Alachua County Public Works – Fleet Management Renovation/Addition
VCT Replacement

Dear Mr. Schneider:

Oelrich Construction, Inc. is pleased to submit the following proposal to replace approximately 1100 square feet of VCT flooring for the Fleet Management Building.

The lump sum cost for this project is:
Three Thousand Three Hundred Eighty Eight Dollars and Thirty One Cents..... $3,388.31

The proposal includes and is based on the following:

1. Install approximately 1100 sf of VCT and 4" vinyl base
2. Wax both new VCT and approximately 200 sf of existing VCT
3. Includes moving of furniture

We appreciate the opportunity to present this proposal and look forward to the successful completion of this project.

Sincerely,

Joshua P. Blackford
Project Manager

Alachua County Public Works Renovation/Addition

RS Means Itemized Budget

March 10, 2011
Gainesville, FL 32653
Data Release : Year 2011

Quantity	LineNumber	Description	Crew	Daily Output	Labor Hours	Unit	Material	Labor	Equipment	Total	Ext. Mat.	Ext. Labor	Ext. Total
1100	096519107000	Resilient Flooring, vinyl composition tile, 12" x 12" x 1/16"	1 Tilf	500	0.016	S.F.	$ 1.05	$ 0.30	$ -	$ 1.35	$ 1,155.00	$ 330.00	$ 1,485.00
145	096513131630	Cove base, rubber or vinyl, standard colors, corners, 4" h	1 Tilf	315	0.025	Ea.	$ 3.38	$ 0.47	$ -	$ 3.85	$ 490.10	$ 68.15	$ 558.25
1100	090505200900	Flooring demolition, vinyl composition tile, 12" x 12"	2 Clab	1000	0.016	S.F.	$ -	$ 0.31	$ -	$ 0.31	$ -	$ 341.00	$ 341.00
100	019313031010	Patching concrete, floors, small areas, regular grout, 1/4" thick	1 Cefi	170	0.047	S.F.	$ 1.08	$ 1.37	$ -	$ 2.45	$ 108.00	$ 137.00	$ 245.00

Bare Cost Total:	$ 2,629.25
CM OH&P:	$ 759.06
Total Project Cost:	$ 3,388.31

#7434

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

April 27, 2011

M E M O R A N D U M

To: Ken Fair
Public Works

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on April 22, 2011 & Received in Contracts April 26, 2011**

Enclosed please find two originals of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

D.A.B. CONSTRUCTORS, INC.
Change Order #1 was rescinded and replaced by:
Change Order #2 to the Agreement for SW 62nd Blvd. Connector Interim Projects – Project #6313
Term: November 28, 2010 – 405 calendar days
Amount: $4,363,333.32 Total Account: 349-7910-541.63-13
BID #10-430

Please forward the document to the vendor and keep a copy for your files. Thank you for your assistance.

Please provide me with a copy of the Final Completion Notice.

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

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

CHANGE ORDER NO. 2

Project No. 6313

Project Name: SW 62nd Blvd Connector Interim Projects
Contractor: D.A.B. Constructors, Inc.

Description of Change to Contract:

Change Order No. 1 was approved on 3/29/2011. The Change Order No. 1 is rescinded and replaced by this Change Order No. 2.

The undersigned parties agree to amend the Contract as follows: The Contractor will perform the work as shown on the attached Revision No. 2 Plan Sheets dated 12/03/10 except for Note 3 on Plan Sheet 44 (Archer/40th Blvd Plans), Note 3 on Plan Sheet 79 (SW 20th/43rd Street Plans) and Note 3 on Plan Sheet 30 (Smart Bus Bay Plans) which will remain as shown in the original bid/Addendum No. 1 documents. The work summary includes the re-alignment of stormwater pipe on the Archer/40th Blvd project, the extension of an existing concrete headwall and tie-in of drainage structures, adjustments to landscaping, an addition of an irrigation system on the SW 20th/43rd Street project, and drainage modifications on the Smart Bus Bay project.

The Contractor will be compensated for this work with a lump sum amount of $31,551.49 for the SW 20th/43rd project and $22,360.85 for the Smart Bus Bay project for a total lump sum amount of $53,912.34. In addition, the Contractor will be compensated with the following quantity overruns of existing pay items at the contract unit prices as shown below:

Archer Rd/SW 40th Blvd Project:
1. Stabilization, Type B (Pay Item 160-4);
2. Optional Base (Group – 9) (Pay Item 285-709); and
3. Superpave Asphaltic Concrete (Traffic C) (PG76-22) (Pay Item 334-1-23).

SW 20th/43rd Street Project:
1. Embankment (Pay Item 120-6);
2. Class I Concrete (Endwalls) SD-2 (Pay Item 400-1-2);
3. Pipe Culvert, Optional Material, Round 0-24" (S/CD) (Pay Item 430-175-101);
4. Pipe Culvert, Optional Material, Round 37-48" (S/CD) (Pay Item 430-175-103);
5. RIP RAP Rubble - Ditch Lining (Pay Item 530-3-4);
6. Performance Turf – Sod (Pay Item 570-1-2); and
7. Pedestrian, Bicycle Railing (Aluminum) (42" Picket Railing) (Pay Item 515-2-301).

Smart Bus Bay on SW 20th Avenue Project:
1. Concrete Sidewalk - 4" Thick (Pay Item 522-1).

The Contract will be increased by five (5) calendar days. The County and the Contractor agree that the contract time adjustment and sum agreed to in this Change Order constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment,

manpower, materials, overhead, profit and delay relating to the issues set forth in the Change Order. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Change Order.

CONTRACT INFORMATION

Date of Contract: October 12, 2010
Date Time Began: November 28, 2010
Original Contract Days: 400 Calendar Days

Original Contract Amount: $3,966,666.66
Original Contingency Amount: $396,666.66
Original Contract Price: $4,363,333.32
Amount of Previous Change Orders: $0.00
Amount of the Change Order: $53,912.34
Revised Contract Amount: $4,020,579.00
Revised Contingency Amount: $342,754.32
Revised Contract Price: $4,363,333.32
TOTAL CHANGE ORDERS - % of Original: 1.23%

Previous Changes To Contract Days: 0
Changes to Contract Days this Change Order: 5
Revised Contract Days: 405

EXECUTION OF AGREEMENT

Dated: April 6, 2011

CONTRACTOR
By:
Title: William J. Badnschmidt, Vice President
Attest:

SURETY ARCH INSURANCE COMPANY
By:
Title: Tom S. Lobrano, IV
Attorney-In-Fact
Attest: Barbara McClelland
Barbara McClelland, Witness

COUNTY - Alachua County, FL
By: for
Title:
Attest: RANDALL H. REID, COUNTY MANAGER

Date of Execution by County:

APPROVED AS TO FORM.
ALACHUA COUNTY ATTORNEY

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Tom S. Lobrano IV of Jacksonville, FL

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 28th day of March, 20 11.

Arch Insurance Company

Attested and Certified

Martin J. Nilsen, Secretary

J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Brian C. Kuhn, Notary Public
City of Philadelphia, Philadelphia County
My commission expires December 06, 2011

Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated March 28, 2011 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 6th day of April, 20 11.

Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety
3 Parkway, Ste. 1500
Philadelphia, PA 19102

00ML0013 00 03 03

Printed in U.S.A.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Change Order No. 2 to the Construction Contract for project No. 6313 SW 62nd Boulevard Connector Interim Projects with D.A.B. Constructors, Inc.

DEPARTMENT:	RETURN TO	CONTACT: Dave Cerlanek via Richard Hedrick
Public Works	Ken Fair	PHONE 374-5245 ext 1214

DOCUMENT(S) REQUIRING ACTION:	Change Order No.2 **(Rescind and replace Change Order No. 1 with Change Order No. 2 to correct the revised contingency and contract amounts)**	AMOUNT: **$53,912.34**

EXECUTIVE SUMMARY: On October 12, 2010 the BOCC approved a Construction Contract for the SW 62nd Blvd. Connector Interim Projects with D.A.B. Constructors, Inc. for County Project No. 6313, SW 62nd Blvd. Connector Interim Projects. The Change Order No. 2 will rescind and replace Change Order No. 1. Change Order No. 2 is necessary for the Contractor to perform the work as shown on the attached Revision No. 2 Plan Sheets dated 12/03/10. Please see the attached document for a summary of the work to be completed with this change order.

BACKGROUND: The SW 62nd Boulevard Connector Interim Projects consist of three projects: SW 40th Blvd at Archer Rd, SW 20th Ave at SW 43rd St, and SW 20th Ave Smart Bus Bay projects. Bid #10-430 SW 62nd Connector Interim Projects was opened July 21, 2010. Public Works staff reviewed the bids and the lowest most responsive and responsible bidder was D.A.B. Constructors, Inc. with an amount of $3,966,666.66. With the 10% contingency added to this bid amount, the total contract amount with contingency is $4,363,333.32. The Finance Report was approved by the Board on September 14, 2010 and recommended awarding the bid to D.A.B. Constructors, Inc. On October 12, 2010 the BOCC approved a Construction Contract for the SW 62nd Blvd Connector Interim Projects.

ISSUES: Newberry Road, Archer Road, SW 34th Street and I-75 are all heavily traveled corridors that need congestion relief. Without this Change Order No. 2, this could potentially delay the construction of the 3 interim projects and could impact the county's ability to meet the deadlines outlined in the LAP agreement for completion of the construction of the 3 interim projects.

Recommendation:	Approve Change Order No. 2. 100% is reimbursable from FDOT and is within budgeted amounts.
Funding Sources:	FDOT
Associated Costs	$53,912.34
Account Code:	Revenue: 349-7910-331.49-00, Expense: 349-7910-541.63-13

ATTACHMENTS:	Change Order No. 2 to the Construction Contract for project No. 6313 SW 62nd Boulevard Connector Interim Projects with D.A.B. Constructors, Inc. Revision No. 2 Plan Sheets dated 12/03/10. Executed Change Order No. 1
SUGGESTED REFERENCE MATERIAL:	N/A

				DATE
4/21/11				for RHR 4/22/11

COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
SIGNING & PAVEMENT MARKING PLANS
SIGNALIZATION PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3 - 8	DRAINAGE MAP
9 - 12	TYPICAL SECTION
13	SUMMARY OF QUANTITIES
14	SUMMARY OF DRAINAGE STRUCTURES
15	OPTIONAL MATERIALS TABULATION
16	GENERAL NOTES AND REFERENCE POINTS
17	PROJECT LAYOUT
18 - 22	ROADWAY PLAN-PROFILE
23	INTERSECTION DETAIL
24	SPECIAL DETAILS
25 - 28	DRAINAGE STRUCTURES
29	DRAINAGE DETAILS
30	ROADWAY SOIL SURVEY
31	CROSS SECTION PATTERN
32 - 39	CROSS SECTIONS
40 - 41	DRIVEWAY PROFILES
42 - 43	STORMWATER POLLUTION PREVENTION PLAN
44	TRAFFIC CONTROL PLAN GENERAL NOTES
45 - 46	TRAFFIC CONTROL PLAN TYPICAL SECTIONS
47 - 48	TRAFFIC CONTROL PLAN ADVANCE SIGNING PLAN
49	TRAFFIC CONTROL PLAN PHASE I-A (STEP 1)
50	TRAFFIC CONTROL PLAN PHASE I-A (STEP 2)
51 - 52	TRAFFIC CONTROL PLAN PHASE I-B
53 - 54	TRAFFIC CONTROL PLAN PHASE I-C
55 - 59	TRAFFIC CONTROL PLAN PHASE 2
60	EROSION CONTROL PLAN GENERAL NOTES
61 - 63	EROSION CONTROL PLAN
64 - 71	UTILITY ADJUSTMENT SHEET
72	LIGHTING PLAN GENERAL NOTES
73	LIGHTING PLAN
74	LIGHTING PLAN SPECIAL DETAILS

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS DATED 2010,
AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION DATED 2010,
AS AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS: 07/01/2010
For Design Standards modifications click on:
http://www.dot.state.fl.us/rddesign/

REVISIONS

⚠ FINANCIAL PROJECT ID: 211365-5-58-01, 02, 03, 04
ROADWAY SHEETS: 1, 44, 46A, 49, 51, 53, 54 (REVISED 07-12-10)

⚠ FINANCIAL PROJECT ID: 211365-5-58-01, 02, 03, 04
ROADWAY SHEETS: 1, 2, 3, 5, 6, 14, 17, 19, 20, 27, 28, 31, 35, 44, 45, 48, 49, 50, 52, 54, 61, 62, 64, 65, 68, 69, 73 (REVISED 12-03-10)

SIGNALIZATION SHEETS: T-2, T-4, T-5, T-6 (REVISED 12-03-10)

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

CONTRACT PLANS

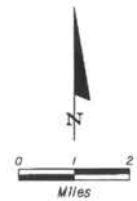
FINANCIAL PROJECT ID 211365-5-58-01, 02, 03, 04
FEDERAL AID PROJECT NO. S124-002R
ALACHUA COUNTY PROJECT NO. 6313
ARCHER ROAD AT SW 40TH BOULEVARD
INTERSECTION IMPROVEMENTS

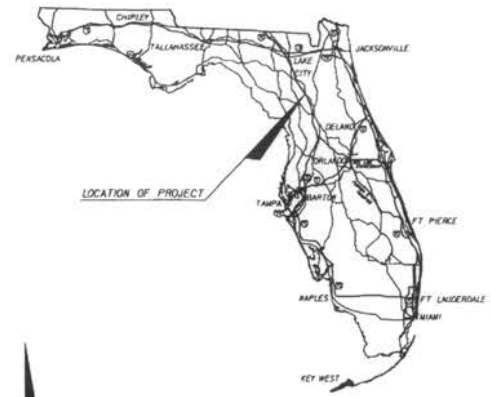
END PROJECT
STA. 42+00.00
SW 40TH BLVD

BEGIN PROJECT
STA. 30+16.00
SW 40TH BLVD

BEGIN CONSTRUCTION
STA. 274+57.64
ARCHER ROAD

END CONSTRUCTION
STA. 281+84.00
ARCHER ROAD





PROJECT LENGTH IS BASED ON ℄ OF SURVEY S.W. 40TH BLVD.

LENGTH OF PROJECT	LINEAR FEET	MILES
ROADWAY	1,184.00	0.224
BRIDGES		
NET LENGTH OF PROJECT	1,184.00	0.224
EXCEPTIONS		
GROSS LENGTH OF PROJECT	1,184.00	0.224

ALACHUA COUNTY PROJECT MANAGER: HA NGUYEN, P.E.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

TERREL SHAW, P.E.
HNTB CORPORATION
7077 BONNEVAL ROAD
SUITE 600, LIBERTY CENTER
JACKSONVILLE, FL 32216
PHONE NO. (904) 296-0207
FAX NO. (904) 279-0280

PLANS PREPARED BY:

HNTB

HNTB CORPORATION
7077 BONNEVAL ROAD
SUITE 600, LIBERTY CENTER
JACKSONVILLE, FL 32216
PHONE NO. (904) 296-0207
FAX NO. (904) 279-0280
CERT. OF AUTH. NO. 6500

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ROADWAY PLANS
ENGINEER OF RECORD: TERREL SHAW, P.E.

P.E. NO.: 50096

FISCAL YEAR	SHEET NO.
10	1

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

SUMMARY OF PAY ITEMS

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	
101-1	MOBILIZATION	LS	1	
102	MAINTENANCE OF TRAFFIC (205 DAYS)	LS	1	
104	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	
110-1-1	CLEARING AND GRUBBING	LS (AC)	1 (11.92)	
120-1	EXCAVATION	CY	726	
120-6	EMBANKMENT	CY	694	
160-4	TYPE B STABILIZATION	SY	7,297	A2
285-709	OPTIONAL BASE (BASE GROUP 9)	SY	7,091	
286-1	TURNOUT CONSTRUCTION	SY	206	
327-70-6	MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH)	SY	2,178	A2
334-1-23	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C, PG 76-22)	TN	1,158.7	
337-7-43	ASPHALTIC CONC. FRICTION COURSE (TRAFFIC C, FC-12.5, PG 76-22)	TN	728.5	
425-1-351	INLET (CURB TYPE P-5) (<=10')	EA	4	
425-1-361	INLET (CURB TYPE P-6) (<=10')	EA	2	
425-1-521	INLET (DITCH BOT TYPE C) (<=10')	EA	1	
425-2-61	MANHOLE (P-8) (<10')	EA	4	A2
425-2-91	MANHOLE (J-8) (<10')	EA	1	
430-175-101	PIPE CULVERT OPTIONAL MATERIAL (10"-24") (ROUND) (S/CD)	LF	1,199	A2
430-175-102	PIPE CULVERT OPTIONAL MATERIAL (25"-36") (ROUND) (S/CD)	LF	16	
440-1-20	UNDERDRAIN (TYPE II)	LF	1,350	
520-1-10	CONCRETE CURB & GUTTER (FDOT TYPE F)	LF	1,555	
520-1-7	CONCRETE CURB & GUTTER (FDOT TYPE E)	LF	133	
520-5-11	TRAFFIC SEPARATOR CONCRETE, TYPE I, 4' WIDE	LF	466	
520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL - VARIABLE WIDTH	SY	36	
522-1	CONCRETE SIDEWALK (4" THICK)	SY	716	A2
522-2	CONCRETE SIDEWALK (6" THICK)	SY	194	
570-1-2	PERFORMANCE TURF (SOD)	SY	1,218	
GRU-1	GAINESVILLE REGIONAL UTILITIES LIGHTING	LS	1	

SUMMARY OF PAY ITEMS

PAY ITEM	DESCRIPTION	UNIT	QUANTITY

PAY ITEM NOTES:
1. SUBSOIL EXCAVATION TO BE COMBINED WITH REGULAR EXCAVATION AND PAID UNDER PAY ITEM 120-1, EXCAVATION, CY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	A2 REVISED QUANTITY		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50095
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8800

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

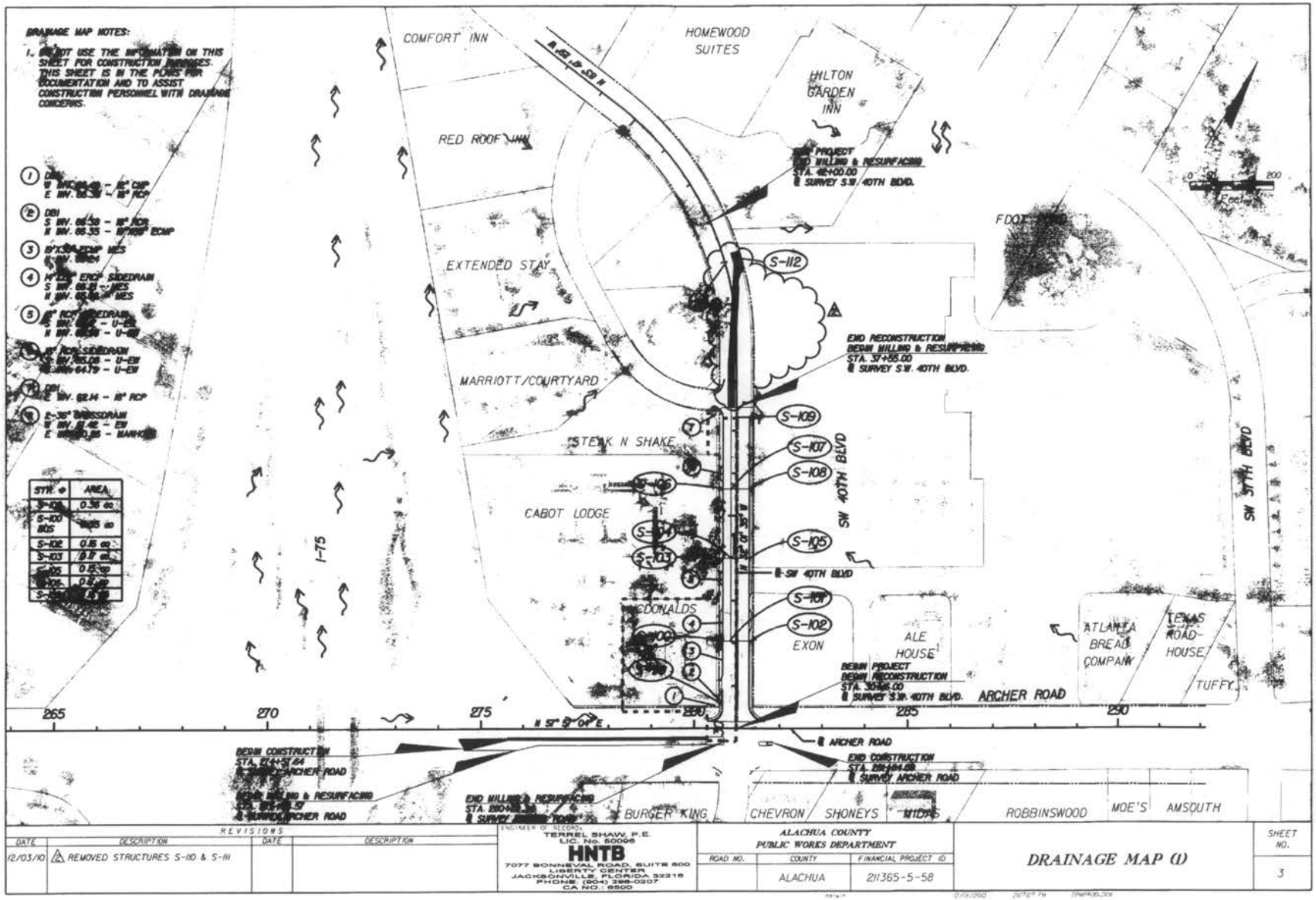
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

SUMMARY OF PAY ITEMS

SHEET NO. 2

2/26/2015 TEMPLATE

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



STR. #	AREA
S-100	0.36 ac
S-100 BDS	0.05 ac
S-102	0.15 ac
S-103	0.17 ac
S-105	0.53 ac
S-106	0.62 ac
S-107	1.53 ac

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED STRUCTURES S-110 & S-111		

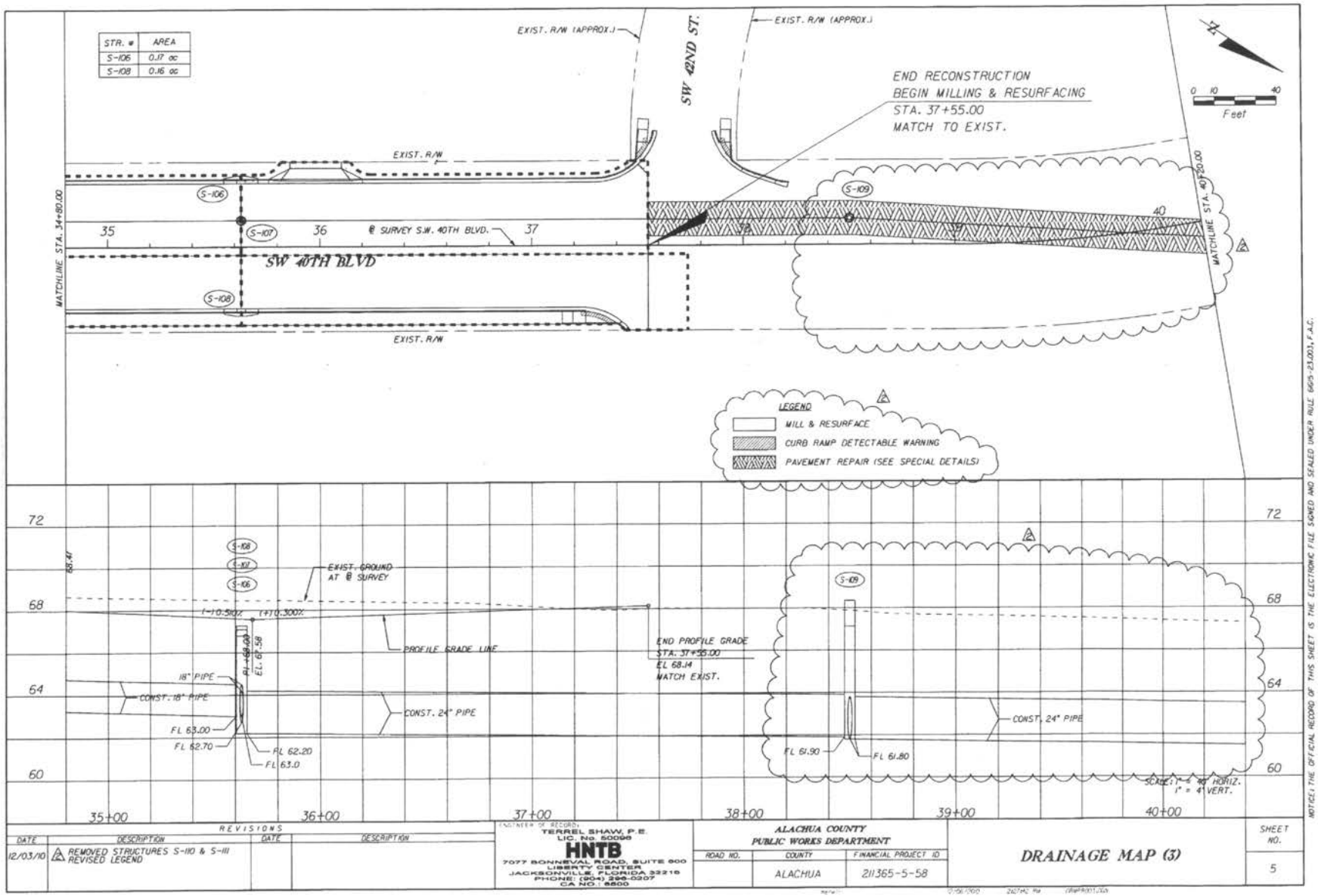
ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50095
HNTB
7077 BONNEVAL ROAD, SUITE 500
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8500

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

DRAINAGE MAP (1)

SHEET NO. 3



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 REMOVED STRUCTURES S-110 & S-111 REVISED LEGEND		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8800

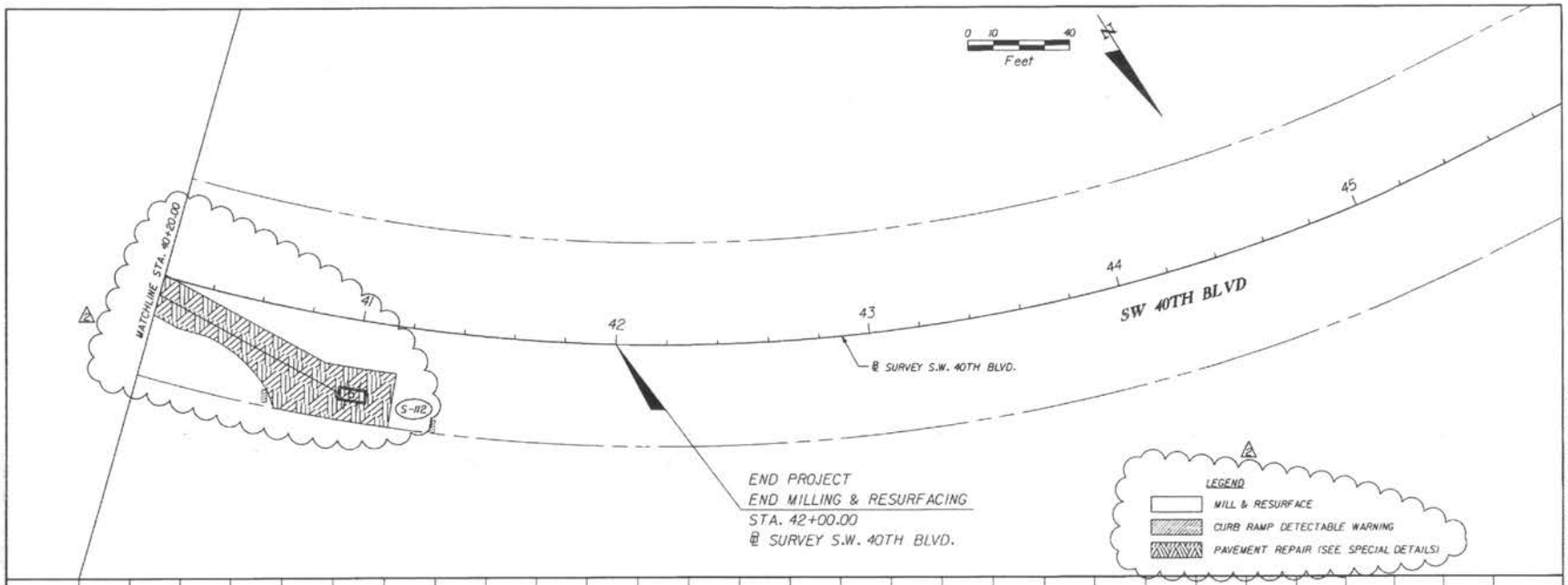
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

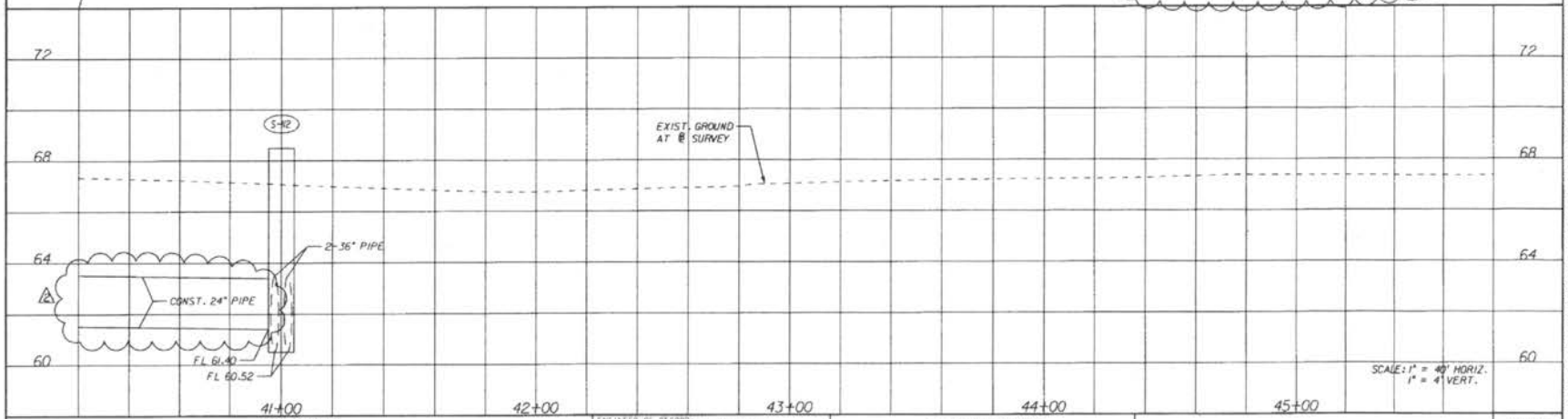
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

DRAINAGE MAP (3)

SHEET NO. 5

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	△2 REMOVED STRUCTURES S-110 & S-111 REVISED LEGEND		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50098
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8500

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

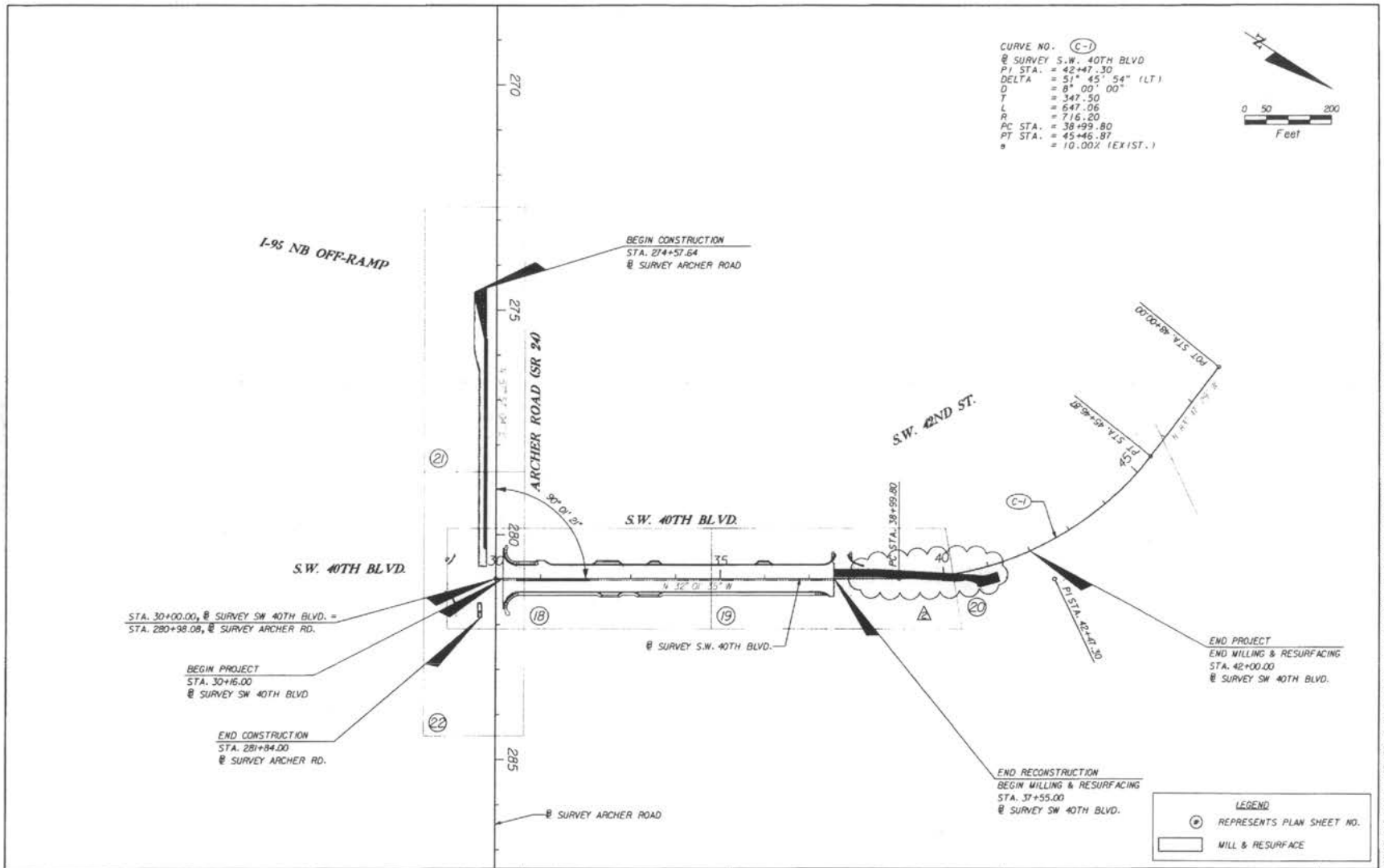
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

DRAINAGE MAP (4)

SHEET NO. 6

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	PIPE CULVERT OPT. MATERIAL STORM DRAIN ROUND 18"	PIPE CULVERT OPT. MATERIAL STORM DRAIN ROUND 24"	PIPE CULVERT OPT. MATERIAL SIDE DRAIN ROUND 36"	CURB INLET P-5 <10'	CURB INLET P-6 <10'	MES	DITCH BOTTOM INLET C <10'	DITCH BOTTOM INLET C-MOD. <10'	MANHOLE P-8 <10'	MANHOLE J-8 <10'	CLASS I CONC. (ENDWALLS) CY	DITCH PAVT. SY	REMARKS
P	S-99	30+57.00	LT	DBI. PIPE	1	145						1						SEE DRAINAGE DETAILS
F																		
P	S-100	32+05.00	LT	INLET, PIPE	1	16			1									SEE DRAINAGE DETAILS
F																		
P	S-101	32+05.00	LT	MANHOLE, PIPE	1	192								1				
F																		
P	S-102	32+05.00	RT	INLET, PIPE	1	40			1									
F																		
P	S-103	34+00.00	LT	INET, PIPE	1	16			1									
F																		
P	S-104	34+00.00	LT	MANHOLE, PIPE	1	150								1				
F																		
P	S-105	34+00.00	RT	INLET, PIPE	1	40			1									
F																		
P	S-106	35+63.00	LT	INLET, PIPE	1	16				1								
F																		
P	S-107	35+63.00	LT	MANHOLE, PIPE	1		284							1				
F																		
P	S-108	35+63.00	RT	INLET, PIPE	1	40				1								
F																		
P	S-109	38+50.00	LT	MANHOLE, PIPE	1		250							1				
F																		
P																		
F																		
P	S-112	41+00.00	RT	MANHOLE	1			16							1			J BOTTOM (4'X10')
F																		
P																	



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED STRUCTURES S-110 & S-111		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50098
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8500

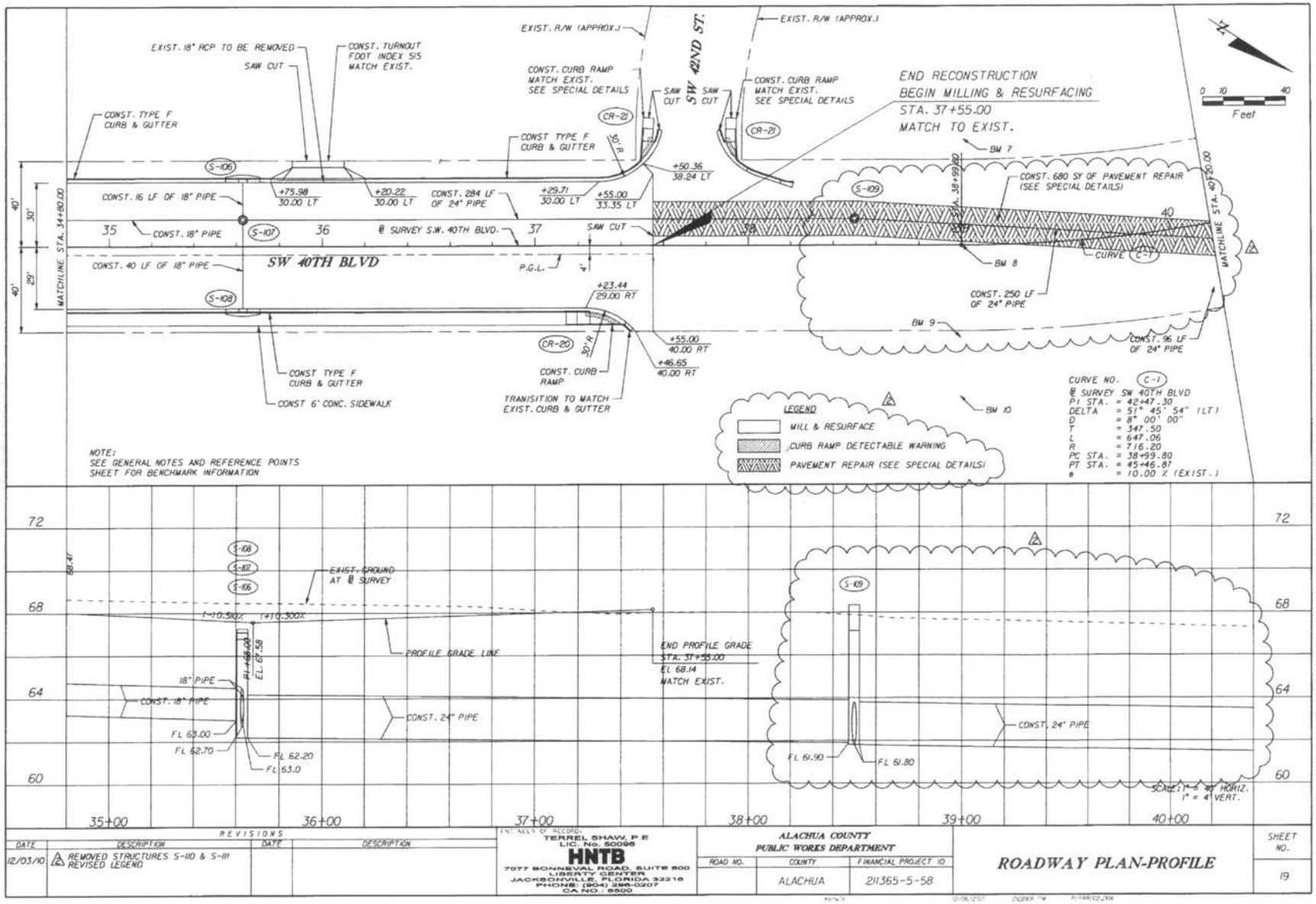
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

PROJECT LAYOUT

SHEET NO. 17

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED STRUCTURES S-110 & S-111 REVISED LEGEND		

INTIALLY OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8600

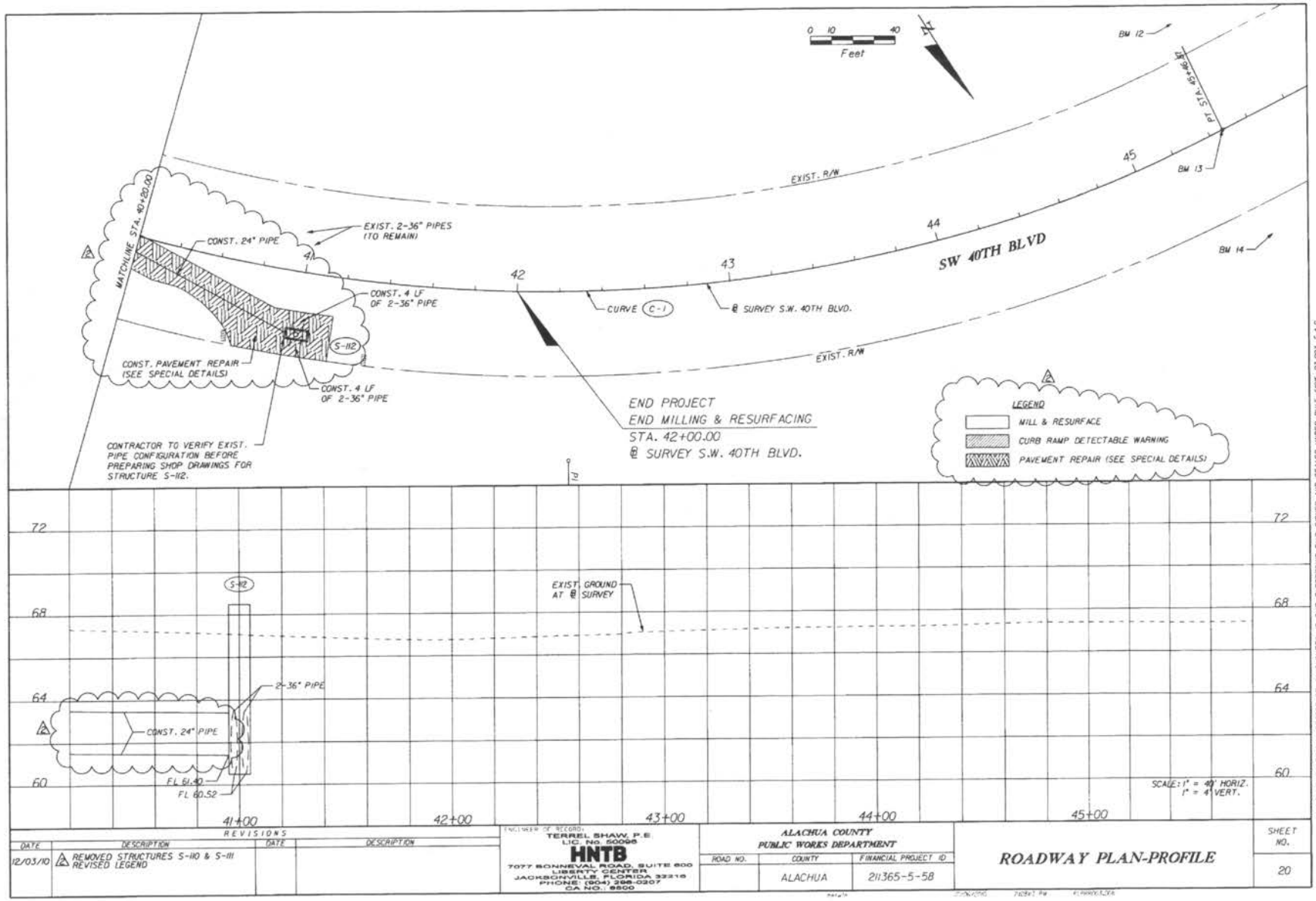
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

ROADWAY PLAN-PROFILE

SHEET NO. 19

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	△ REMOVED STRUCTURES S-110 & S-111 REVISED LEGEND		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. NO. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8500

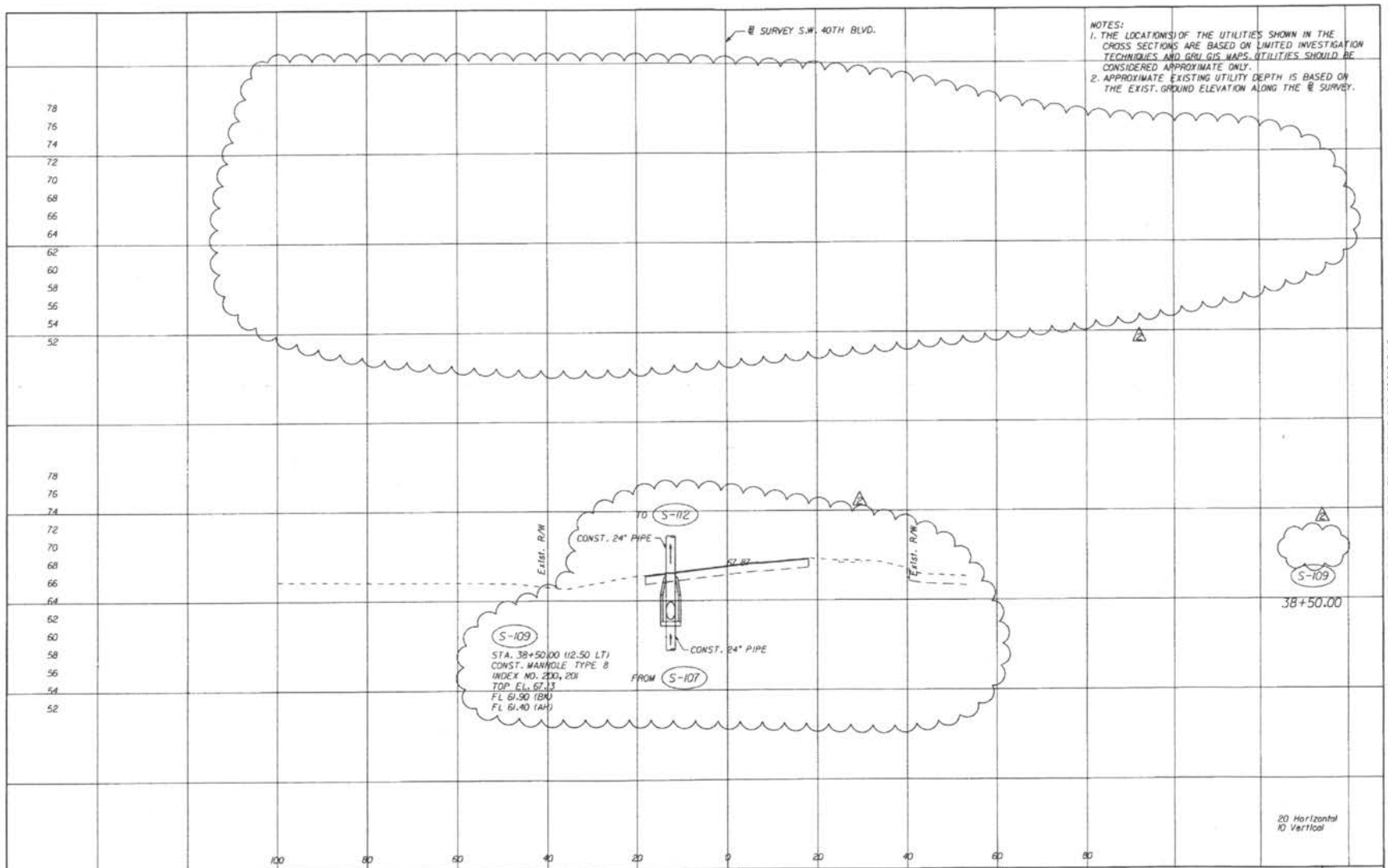
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

ROADWAY PLAN-PROFILE

SHEET NO. 20

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED STRUCTURES S-110 & S-111 REMOVED SECTION AT STA. 40+00.00		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO: 8600

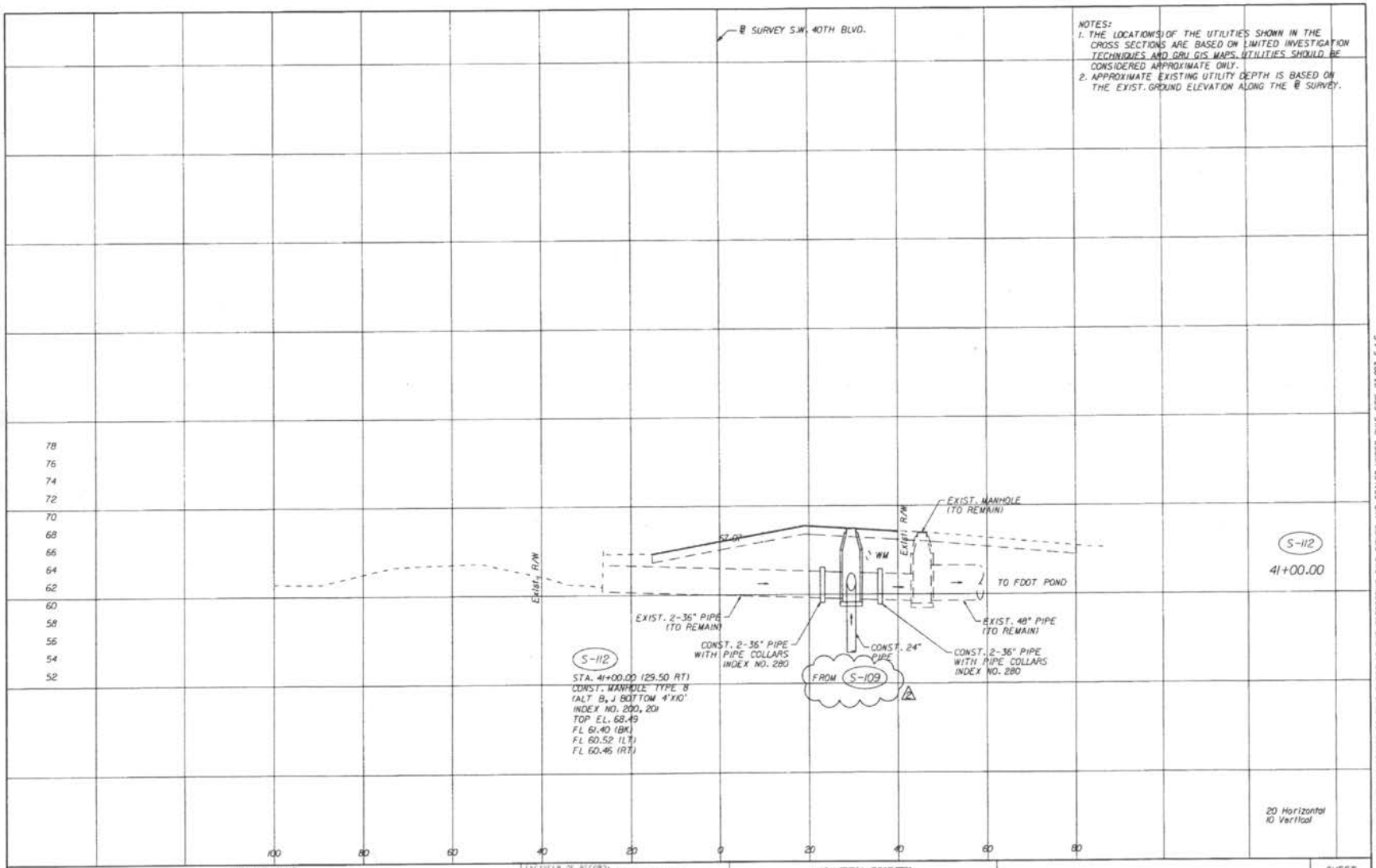
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

DRAINAGE STRUCTURES
S.W. 40TH BLVD.

SHEET NO. 27

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED STRUCTURES S-110 & S-111		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50095
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO: 8500

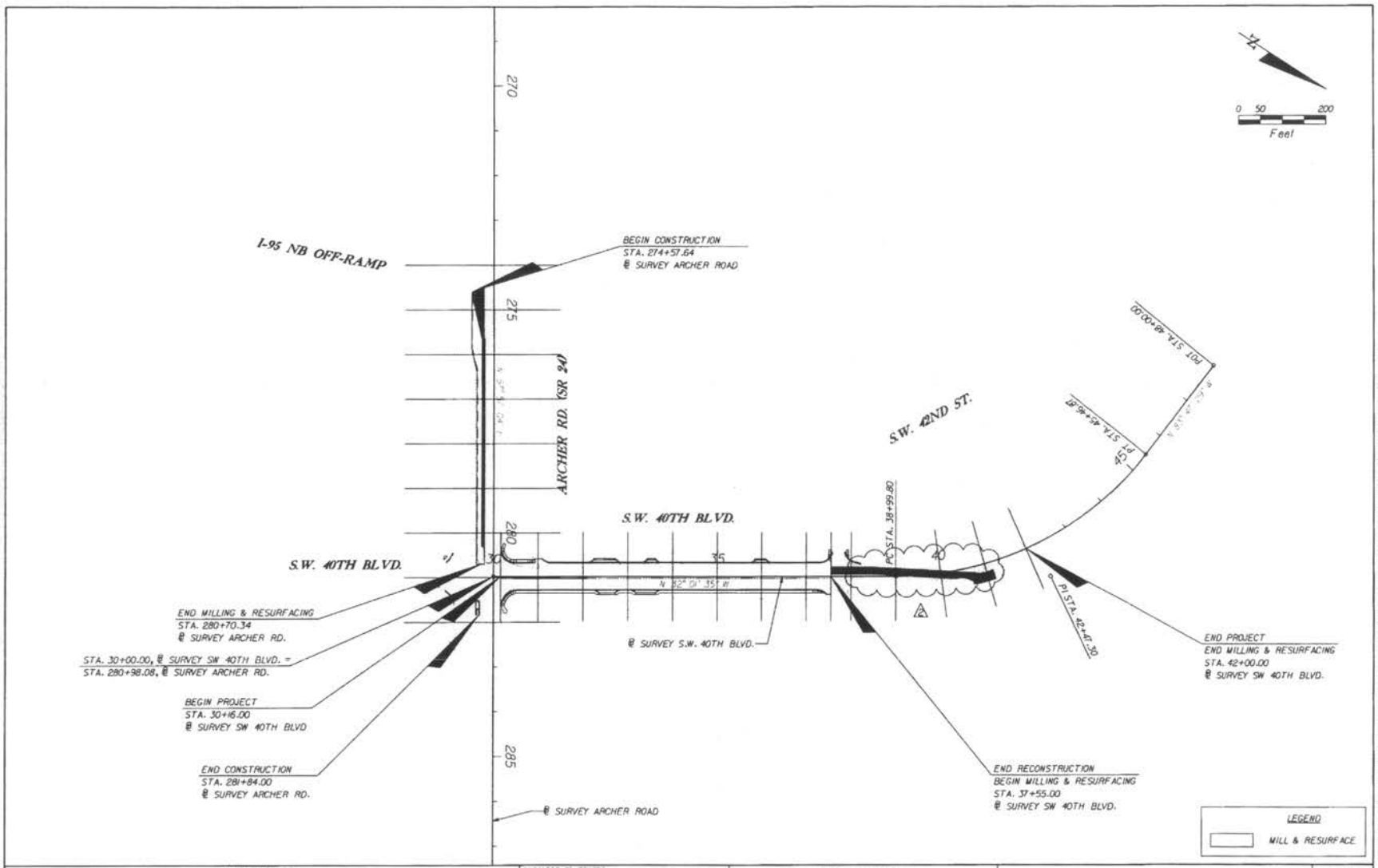
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

DRAINAGE STRUCTURES
S.W. 40TH BLVD.

SHEET NO. 28

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 REMOVED STRUCTURES S-110 & S-111		

ENGINEER OF RECORD
TERREL SHAW, P.E.
LIC. No. 60095
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8600

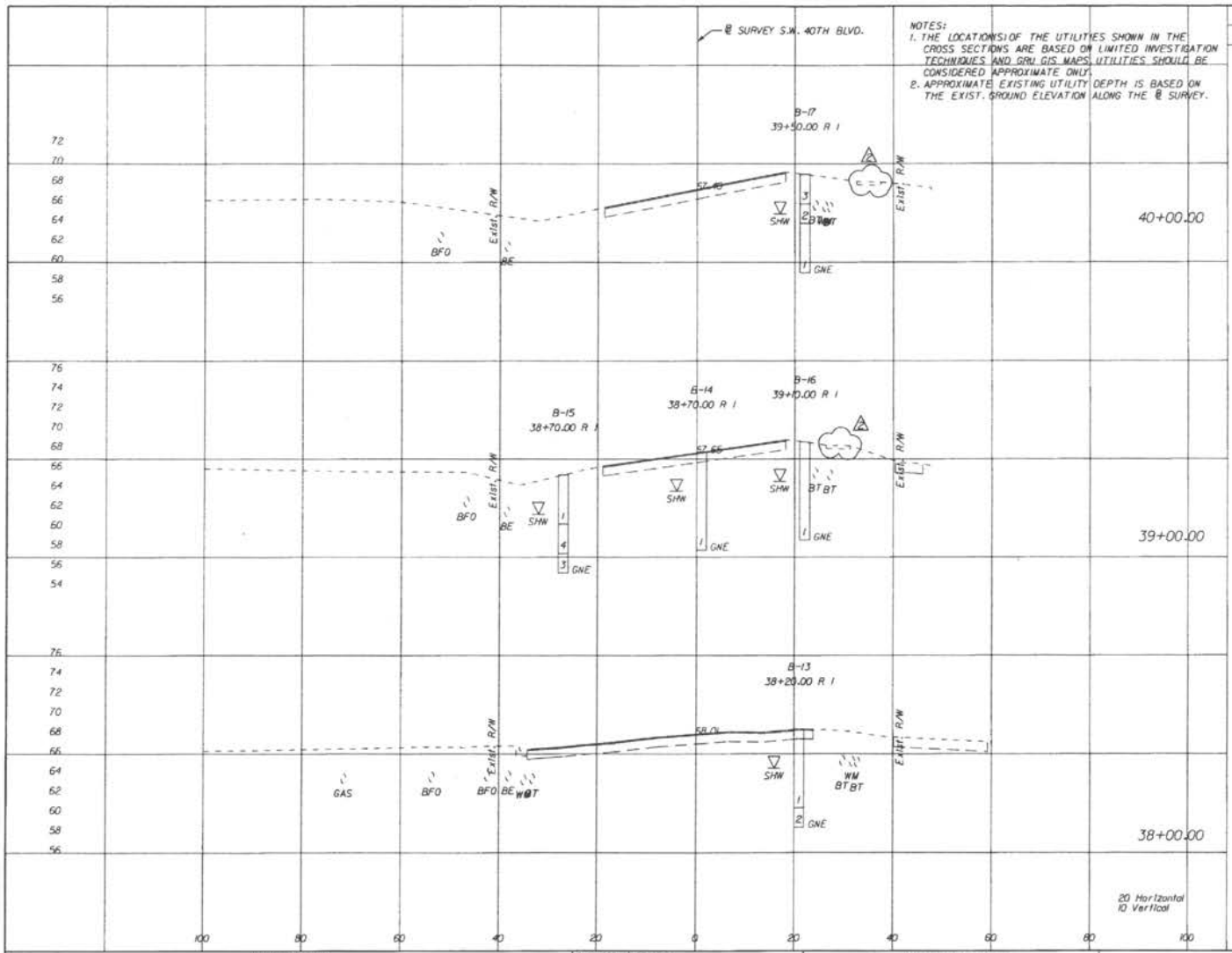
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

CROSS SECTION PATTERN

SHEET NO. 31

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.



Subsoil Exc.		Regular Exc.		Embankment	
A	V	A	V	A	V
0.0		0.0		0.0	
	0		0		0
0.0		0.0		0.0	
	0		0		0
0.0		0.0		0.0	
	0		0		0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED PROPOSED SIDEWALK		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 60068
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8500

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

CROSS SECTIONS
S.W. 40TH BLVD.

SHEET NO. 35

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

TRAFFIC CONTROL NOTES:

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, 2010 EDITION (ENGLISH), INDEX 600 SERIES, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2010) AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

2. EXISTING POSTED SPEED LIMITS ARE 45 MPH FOR ARCHER ROAD AND 35 MPH FOR S.W. 40TH BLVD. MOT DESIGN SPEED SHALL MATCH THE POSTED SPEEDS.

△ △ 3. NO LANE CLOSURES ARE PERMITTED DURING NON-WORK PERIODS ON ANY ROADWAY OR ON WEEKENDS WHEN THE UNIVERSITY OF FLORIDA HAS A HOME FOOTBALL GAME BEGINNING AT 12:00 MIDNIGHT AND LASTING FOR A PERIOD OF 24 HOURS. IF ANY LANES ARE CLOSED DURING ANY PERIOD, THE CONTRACTOR SHALL BE PRESENT TO MAINTAIN TRAFFIC. ALL LANE CLOSURES SHALL BE APPROVED BY THE PROJECT ENGINEER.

4. ALL LANE CLOSURES SHALL BE REPORTED TO THE COUNTY PROJECT MANAGER AND PUBLIC WORKS AT (352) 374-5245 AT LEAST 48 HOURS PRIOR TO ANY PLANNED CLOSURES.

5. UNLESS WRITTEN AUTHORIZATION IS OBTAINED FROM THE COUNTY ENGINEER, CHANGES IN TRAFFIC ROUTING WILL BE ACCOMPLISHED DURING OFF PEAK HOURS. MAJOR TRAFFIC SHIFTS, INTERMITTENT CLOSURES OR OTHER DETOURS SHALL BE PLANNED WITH NOTICE GIVEN AT LEAST TWO WEEKS IN ADVANCE IN ORDER TO PROVIDE ADEQUATE NOTICE TO THE TRAVELING PUBLIC. DURING PERIODS OF MAJOR SHIFTS OR CLOSURES, THE CONTRACTOR SHALL PROVIDE ADEQUATE CREW FOR INSTALLATION, MAINTENANCE, AND REMOVAL OF TRAFFIC CONTROL DEVICES (I.E., BARRICADES, SIGNS, ARROW PANELS, VMS'S, ETC.) THIS CREW SHALL CONSIST OF AT LEAST THREE MEMBERS OF THE CONTRACTOR'S WORK FORCE, ONE OF WHICH IS NOT CERTIFIED, WHOSE RESPONSIBILITY WILL BE MAINTENANCE OF TRAFFIC CONTROL. THE CONTRACTOR SHALL FURNISH A WORK VEHICLE TO AID IN MAINTAINING THE TRAFFIC CONTROL DEVICES.

6. THE CONTRACTOR SHALL ELIMINATE ALL LANE CLOSURES THAT CAUSES A DRIVER DELAY GREATER THAN 15 MINUTES, UNLESS OTHERWISE DIRECTED BY THE PROJECT ENGINEER.

7. ALL EXISTING SIGNS THAT ARE AFFECTED BY THE PROJECT SHALL BE RELOCATED AND MAINTAINED BY THE CONTRACTOR AT ALL TIMES FOR THE DURATION OF THE PROJECT. CONFLICTING EXISTING REGULATORY SIGNS ARE TO BE REMOVED OR COVERED. SIGNS THAT ARE REMOVED SHALL BE REINSTALLED ONCE THE CONFLICT IS RESOLVED.

8. POSITIVE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE THE NECESSARY TEMPORARY DRAINAGE, INCLUDING INLETS, COLLARS AND PLUGS AS NEEDED TO FACILITATE DRAINAGE OF THE PROJECT WITHIN THE RIGHT-OF-WAY, AS APPROVED BY THE ENGINEER DURING CONSTRUCTION.

9. ALL NECESSARY DRAINAGE FACILITIES SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF ANY TRIBUTARY IMPROVEMENTS.

10. ARROWS SHOWN ON THE PLANS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT INDICATE PAVEMENT MARKINGS.

11. THIS TRAFFIC CONTROL PLAN IS NOT A SEQUENCE OF CONSTRUCTION. ONLY THOSE WORK ACTIVITIES AFFECTING EXISTING OR INTERIM TRAFFIC PATTERNS ARE ADDRESSED.

12. EXISTING LIGHTING WITHIN THE PROJECT LIMITS SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION.

13. THIS MOT PLAN IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND MAY BE MODIFIED IF THE APPLICABLE MOT REQUIREMENTS ARE MET IN ACCORDANCE WITH THE FDOT STANDARD INDEX.

△ 14. TEMPORARY BARRIER WALL IS SHOWN FOR INFORMATION PURPOSES ONLY. IF THE CONTRACTOR PROPOSES TO USE TEMPORARY BARRIER WALL, A DETAILED PLAN MEETING THE REQUIREMENTS OF THE FDOT STANDARD INDEX SHALL BE SUBMITTED AND APPROVAL SHALL BE OBTAINED FROM THE PROJECT ENGINEER PRIOR TO INSTALLATION.

15. PORTABLE CHANGEABLE VARIABLE MESSAGE (PCVM) SIGNS SHALL BE USED TO INFORM THE MOTORIST OF UPCOMING LANE CLOSURES AND LANE SHIFTS. PCVM SIGNS SHALL BE INSTALLED AT THE COMMENCEMENT OF CONSTRUCTION AND SHALL DISPLAY MESSAGES AS SHOWN ON THE TRAFFIC CONTROL PLAN ADVANCE SIGNING PLAN SHEET. PCVM SIGNS SHALL BE UTILIZED FOR ALL NIGHT CONSTRUCTION. ALL COSTS FOR THE PCVM SIGNS SHALL BE PAID UNDER PAY ITEM 102-99, CHANGEABLE VARIABLE MESSAGE SIGN (TEMPORARY), ED.

△ 16. LANE CLOSURES SHALL ONLY BE ALLOWED DURING THE HOURS OF 7 P.M. ON FRIDAY THROUGH 5 A.M. ON MONDAY.

17. BICYCLE AND PEDESTRIAN ACCESS SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE THE NECESSARY ADA COMPLIANT FACILITIES TO FACILITATE BICYCLE AND PEDESTRIAN ACCESS WITHIN THE PROJECT LIMITS AS APPROVED BY THE ENGINEER DURING CONSTRUCTION.

CONSTRUCTION PHASING NOTES

PHASE 1-A

1. ERECT ADVANCE SIGNING, STRIPING AND TRAFFIC CONTROL DEVICES AS SHOWN ON THE TRAFFIC CONTROL PLAN ADVANCE SIGNING PLAN SHEET AND IN ACCORDANCE WITH INDEX NO. 601, 602 AND 603 (OTHER INDEXES MAY APPLY).

S.W. 40TH BLVD.
1. SHIFT TRAFFIC TO THE WEST AND CONSTRUCT THE STORM SEWER TRUNK LINE ON THE EAST SIDE OF S.W. 40TH BLVD. TEMPORARY DETOUR AND TEMPORARY LANE CLOSURES SHALL BE USED TO CONSTRUCT THE STORM SEWER TRUNK LINE THROUGH THE INTESECTION OF S.W. 40TH BLVD AND S.W. 42ND ST.

2. CONSTRUCT PAVEMENT REPAIR FOR SECTIONS OF THE EXIST. ROADWAY IMPACTED BY THE CONSTRUCTION OF THE STORM SEWER TRUNK LINE. SEE SPECIAL DETAILS SHEET FOR PAVEMENT REPAIR DETAIL.

PHASE 1-B

S.W. 40TH BLVD.
1. SHIFT TRAFFIC TO THE EAST AND CONSTRUCT THE WEST SIDE OF S.W. 40TH BLVD. AS SHOWN IN THE TCP PLANS.

2. CONSTRUCT THE CURB RAMPS ALONG SW 42ND ST.

△ PHASE 1-C

ARCHER ROAD
1. CONSTRUCT TEMPORARY PAVEMENT IN THE MEDIAN OF ARCHER ROAD AS SHOWN IN THE TCP PLAN SHEETS.

S.W. 40TH BLVD.
1. ERECT ADVANCE SIGNING AND TRAFFIC CONTROL DEVICES AS SHOWN ON THE TRAFFIC CONTROL ADVANCE SIGNING PLAN (BICYCLE AND PEDESTRIAN DETOUR PLAN).

2. PLACE TRAFFIC ON THE NEWLY CONSTRUCTED WEST SIDE OF S.W. 40TH BLVD. AND COMPLETE THE CONSTRUCTION OF THE EAST SIDE OF S.W. 40TH BLVD. AS SHOWN IN THE TCP PLANS.

PHASE 2

ARCHER ROAD
1. CONSTRUCT THE MEDIAN LEFT-TURN LANE ALONG ARCHER ROAD.

△ PHASE 3

1. MILL ARCHER ROAD AND SW 40TH BLVD.

2. APPLY FINAL LAYER OF FRICTION COURSE, PAVEMENT MARKINGS AND RPM'S TO ARHCER ROAD AND SW 40TH BLVD (NORTH AND SOUTH OF ARCHER ROAD).

3. REMOVE ALL TRAFFIC CONTROL DEVICES

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	△ REVISED NOTE 3 & 14, ADDED NOTES 16 & 17, REVISED PHASING NOTES		
12/03/10	△ REVISED NOTE 3, REMOVED PHASING NOTE		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8600

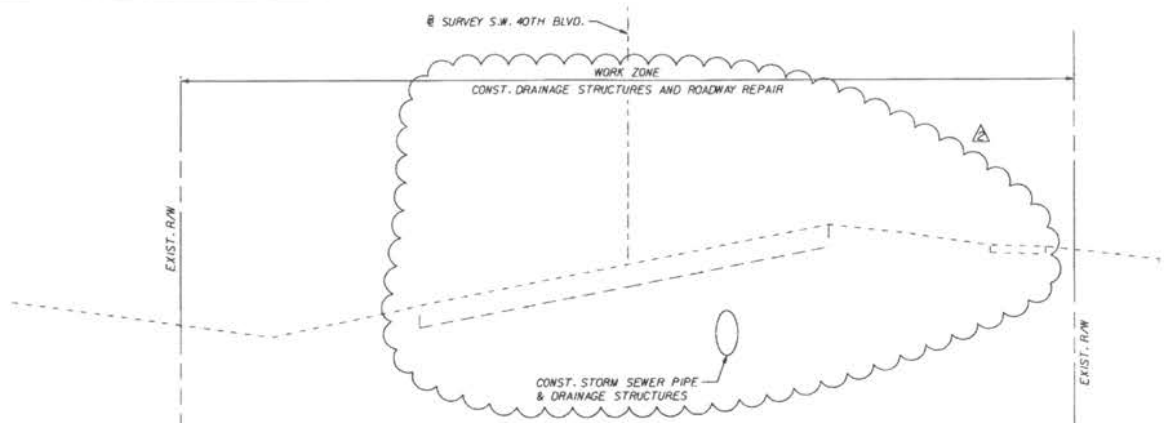
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

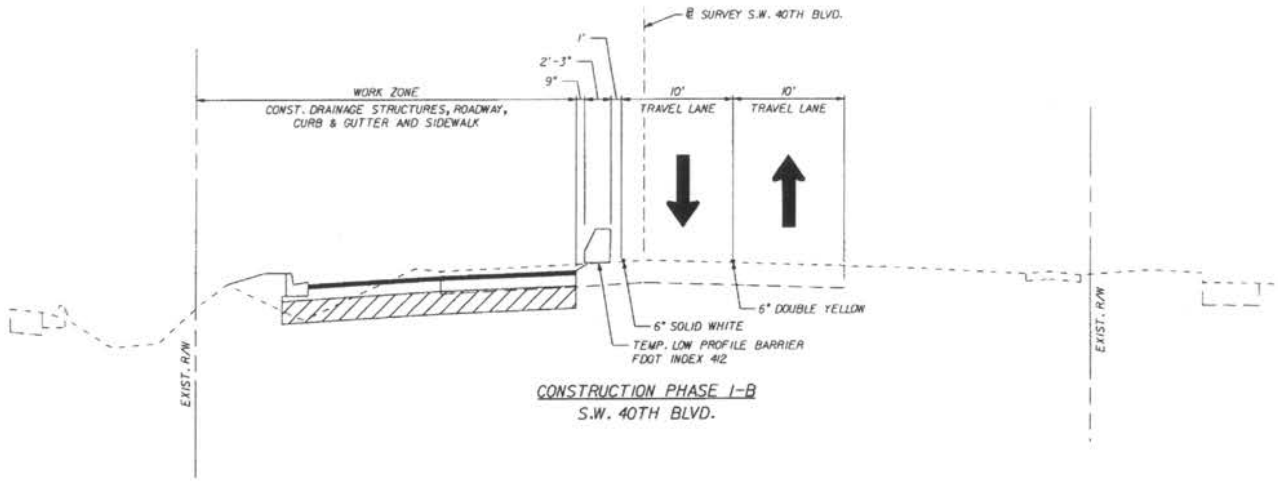
TRAFFIC CONTROL PLAN
GENERAL NOTES

SHEET NO. 44

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



CONSTRUCTION PHASE I-A
S.W. 40TH BLVD.
TEMPORARY DETOUR



CONSTRUCTION PHASE I-B
S.W. 40TH BLVD.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 REVISED TYPICAL SECTION		

ENGINEER OF RECORD
TERREL SHAW, P.E.
LIC. No. 60066
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 298-0207
CA NO.: 8600

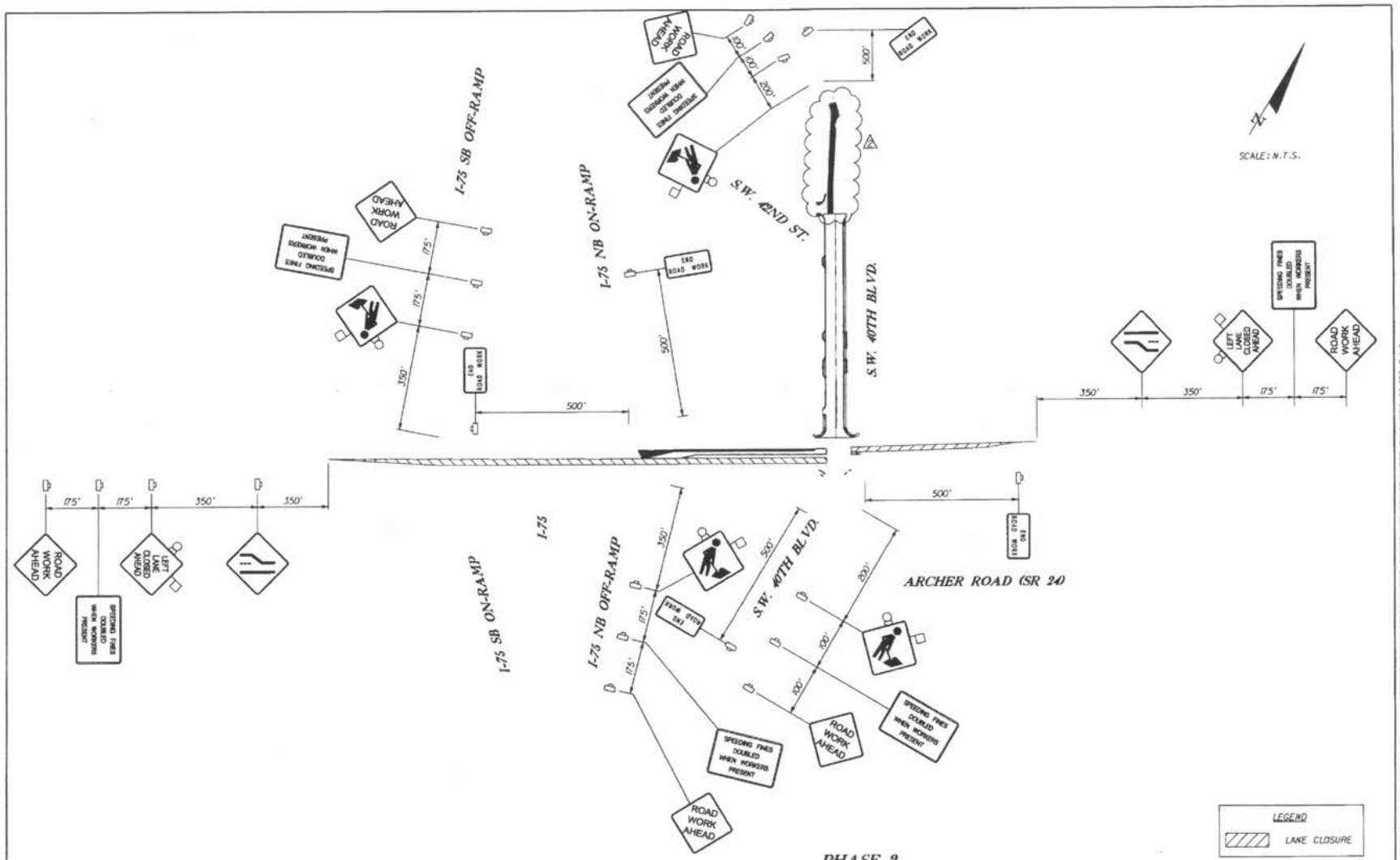
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN
TYPICAL SECTIONS

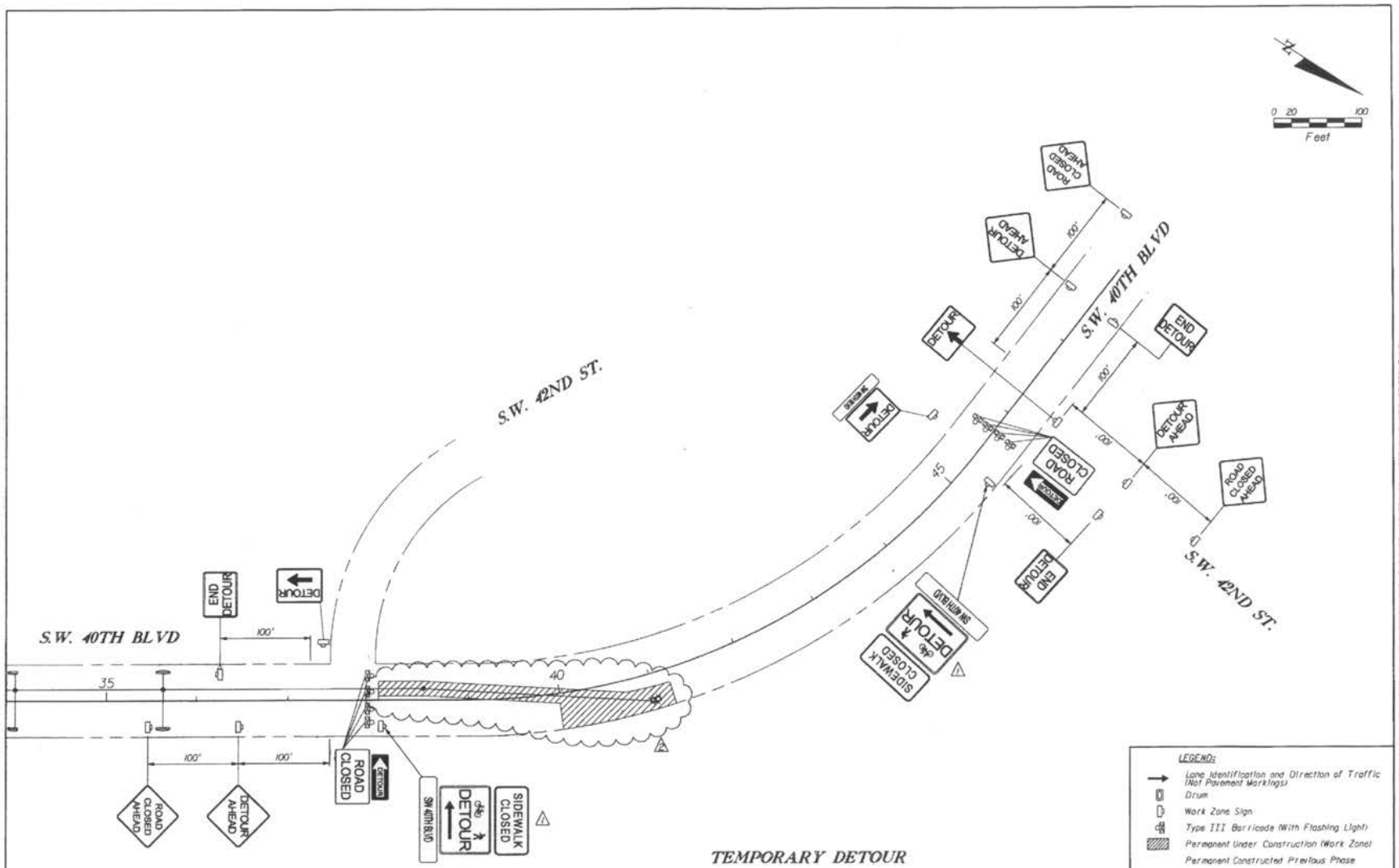
SHEET NO. 45

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS				ENGINEER OF RECORD: TERREL SHAW, P.E. LIC. No. 50098	ALACHUA COUNTY PUBLIC WORKS DEPARTMENT			TRAFFIC CONTROL PLAN ADVANCE SIGNING PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	HNTB 7077 BONNEVAL ROAD, SUITE 600 LIBERTY CENTER JACKSONVILLE, FLORIDA 32216 PHONE: (904) 298-0207 CA NO. 8600	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		48
12/03/10	2 REMOVED STRUCTURES S-110 & S-111					ALACHUA	211365-5-58		

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



TEMPORARY DETOUR

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 ADDED PED/BIKE DETOUR SIGNS		
12/03/10	2 REMOVED STRUCTURES S-110 & S-111 REVISED WORK AREA		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50095
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8600

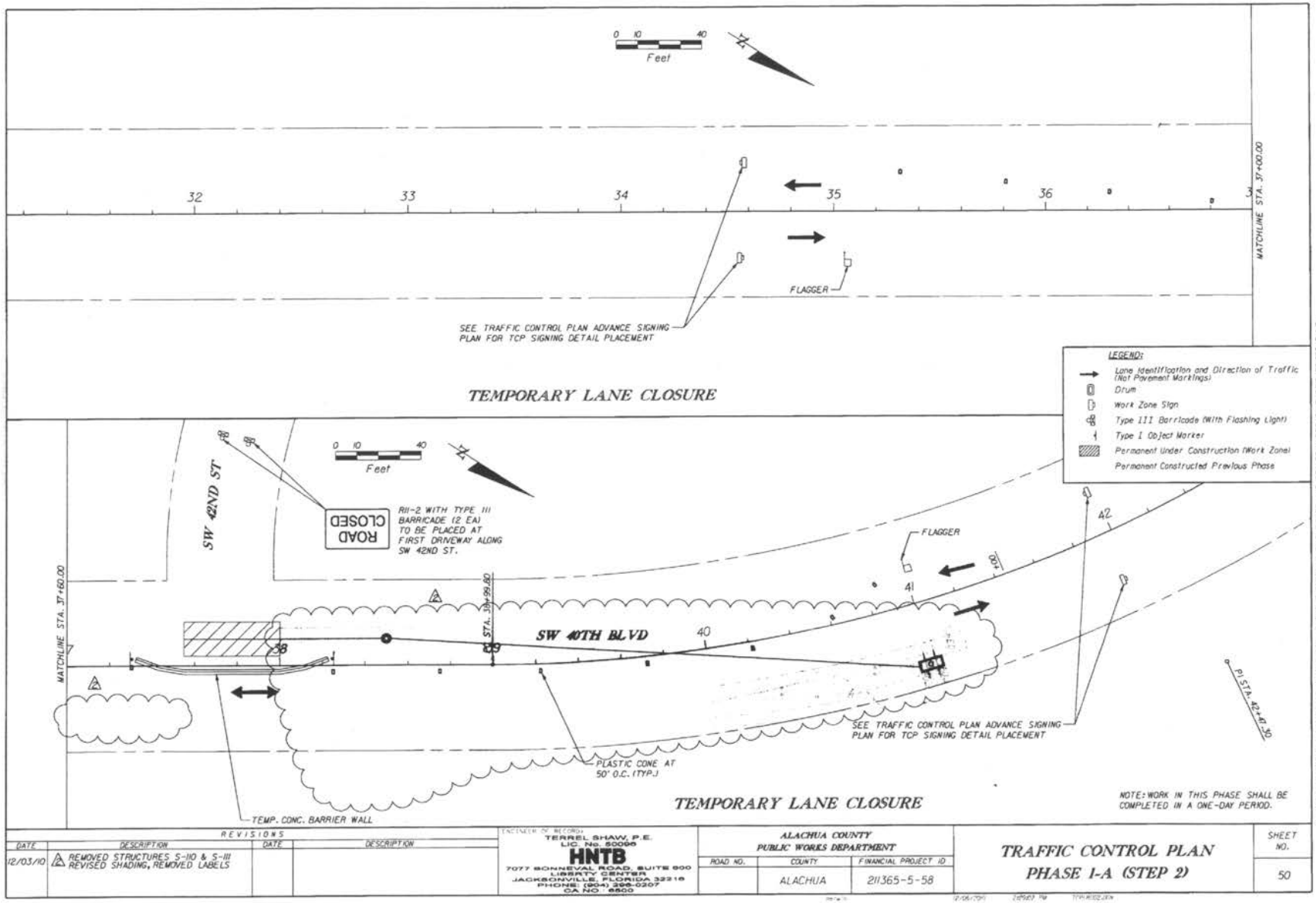
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN
PHASE 1-A (STEP 1)

SHEET NO. 49

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠2 REMOVED STRUCTURES S-110 & S-111 REVISED SHADING, REMOVED LABELS		

ENGINEER OF RECORD
TERREL SHAW, P.E.
LIC. No. 50095
HNTB
7077 SONNEVAL ROAD, SUITE 900
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO. 8600

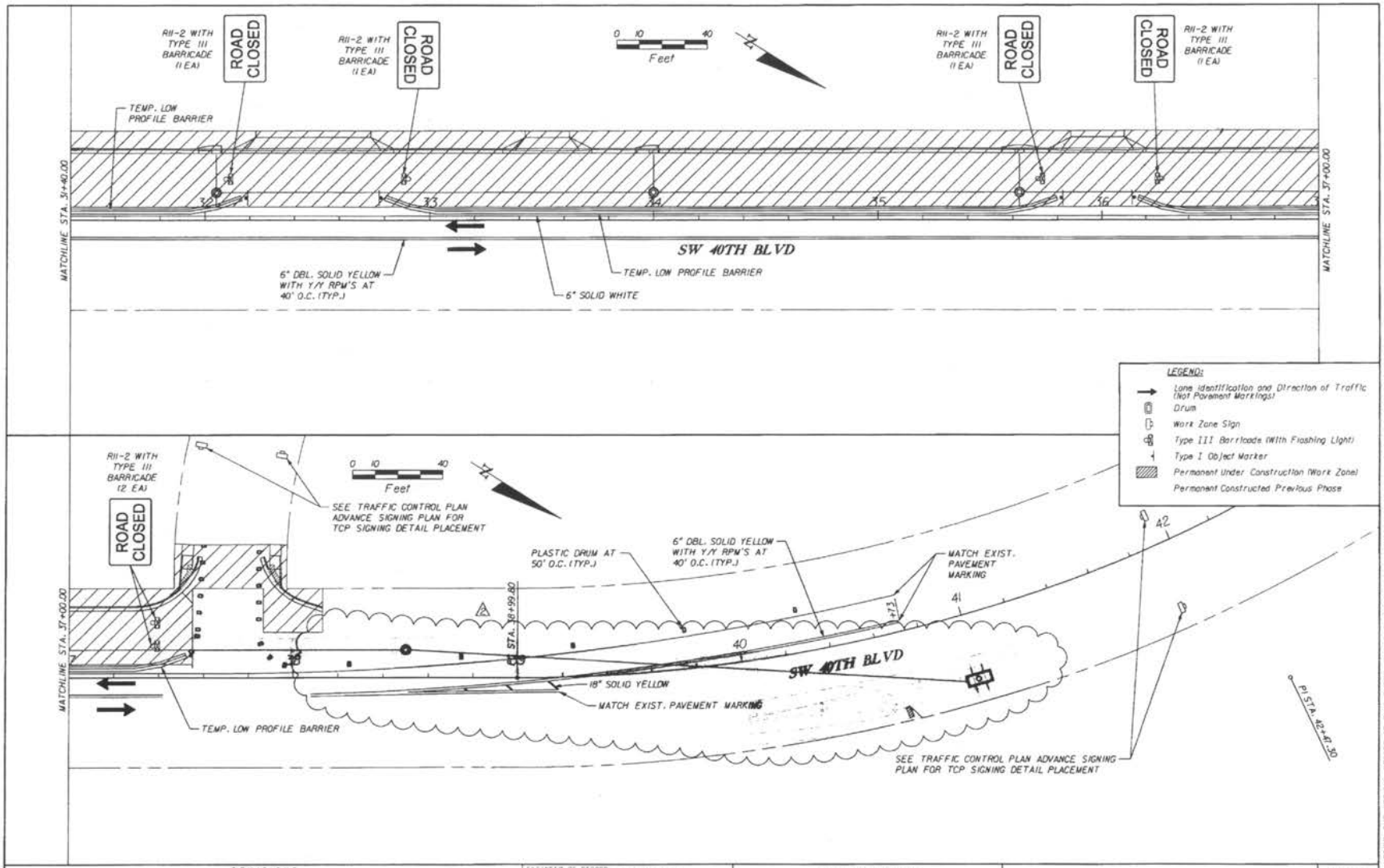
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN PHASE 1-A (STEP 2)

SHEET NO. 50

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 REMOVED STRUCTURES S-110 & S-111 REVISED SHADING		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO. 8600

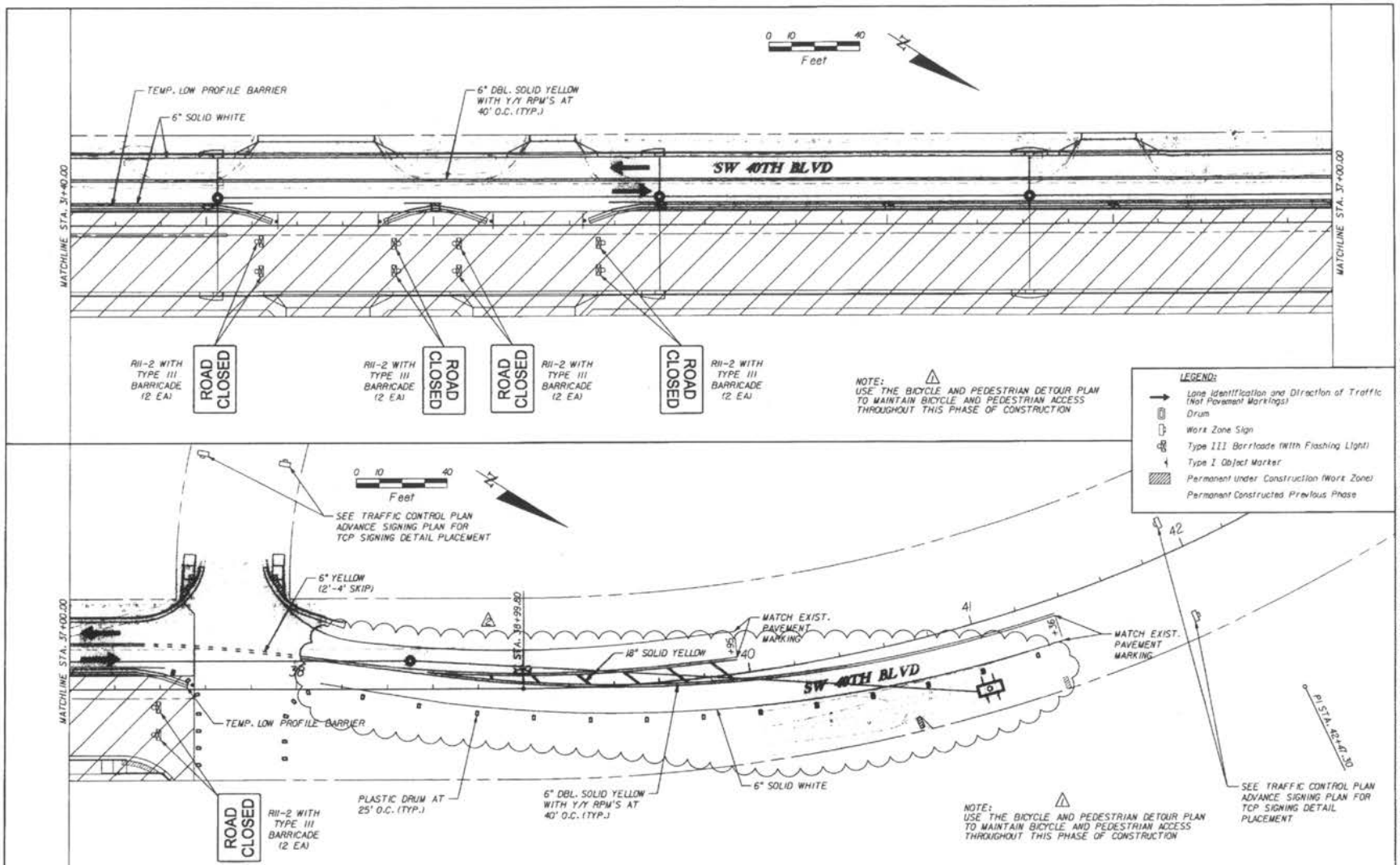
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN
PHASE 1-B

SHEET NO. 52

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	⚠1 ADDED ADVANCE SIGNING & NOTE		
12/03/10	⚠2 REMOVED STRUCTURES S-110 & S-111 REVISED SHADING		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8600

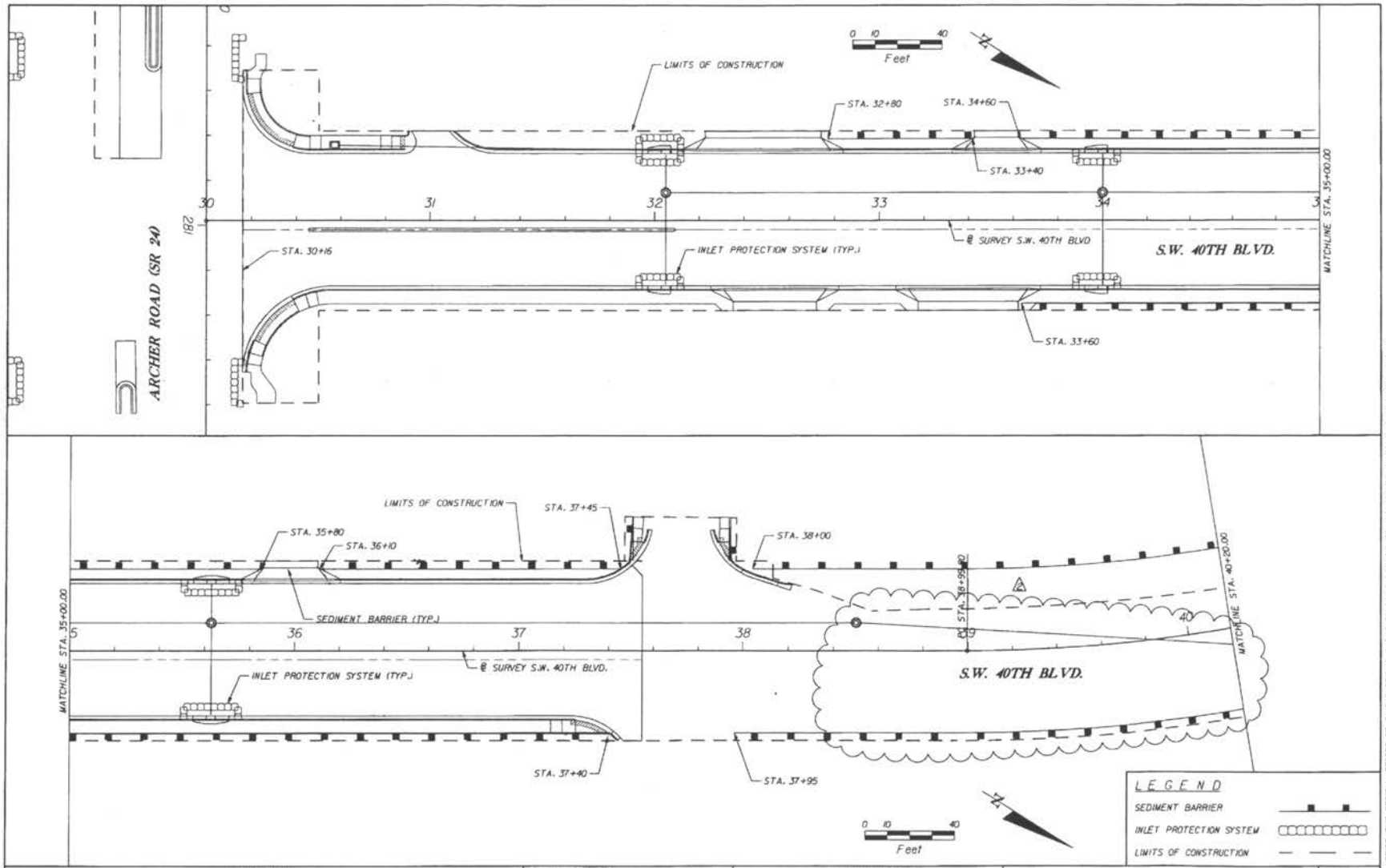
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN
PHASE I-C

SHEET NO. 54

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED STRUCTURES S-110 & S-111		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50066
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8500

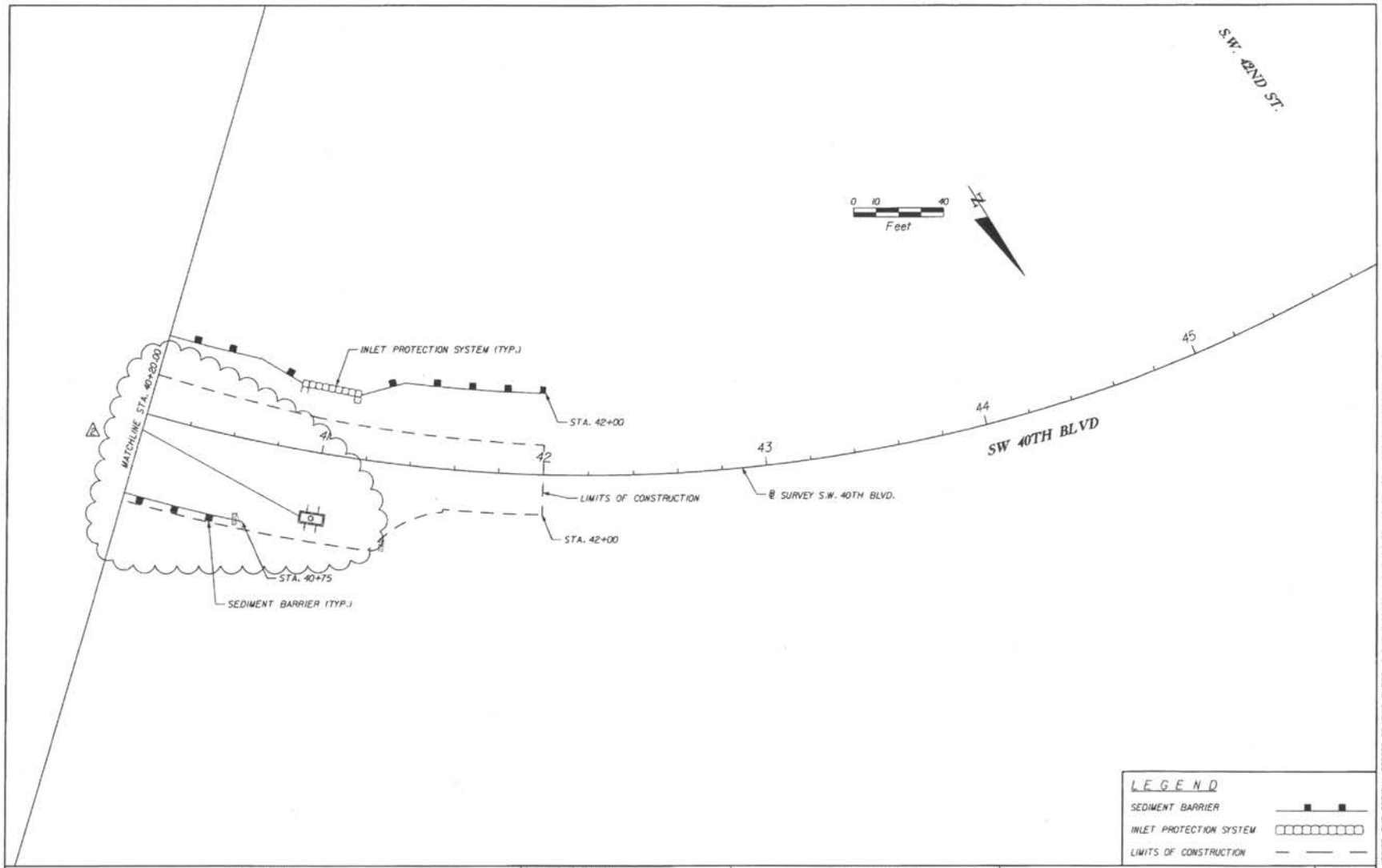
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

EROSION CONTROL PLAN

SHEET NO. 61

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 REMOVED STRUCTURES S-110 & S-111		

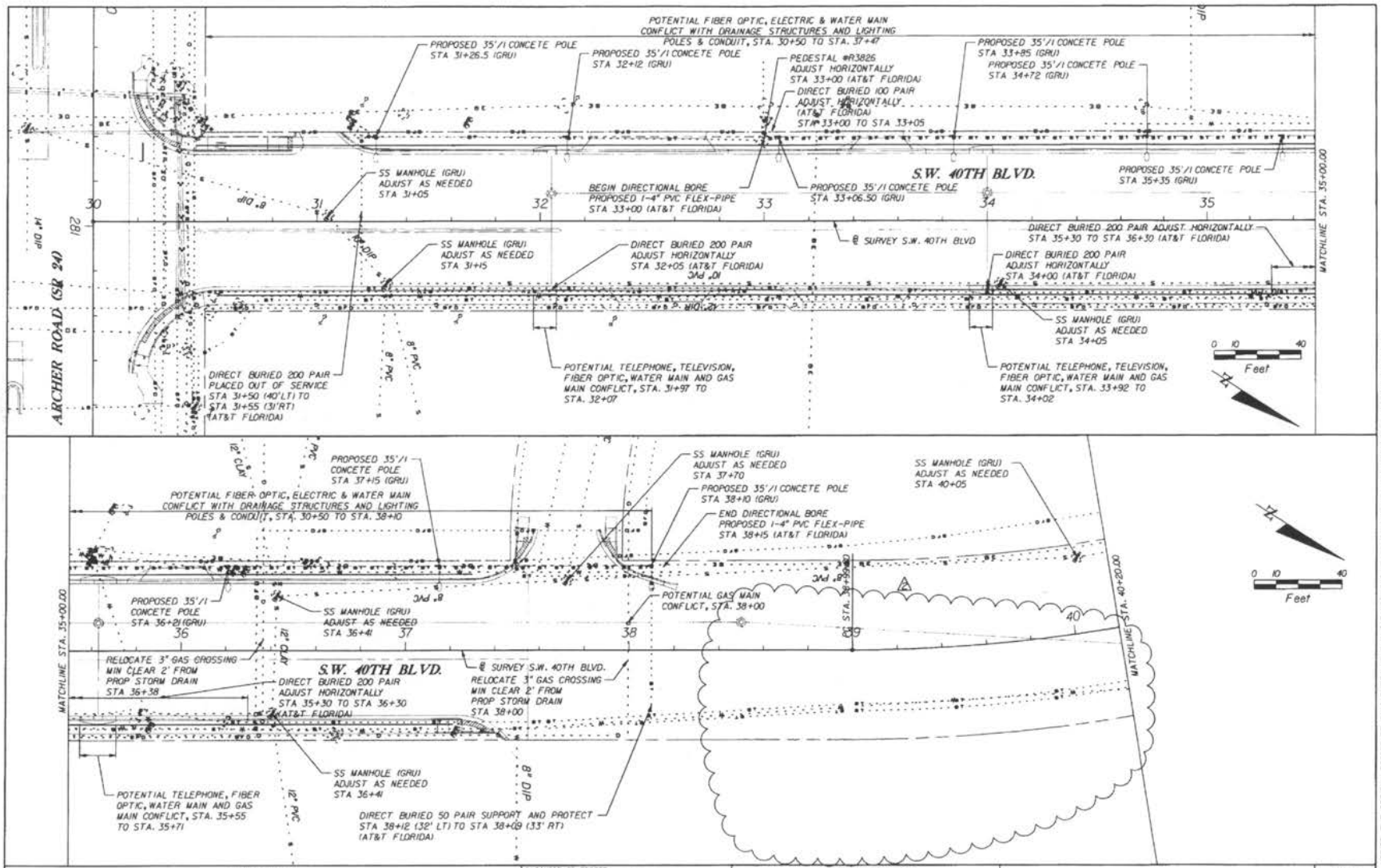
ENGINEER OF RECORD:
TERREL SHAW, P E
LIC. No. 50065
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 6600

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

EROSION CONTROL PLAN

SHEET NO. 62



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED STRUCTURES S-110 & S-111 REMOVED LABELS		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50065
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 398-0207
CA NO.: 8600

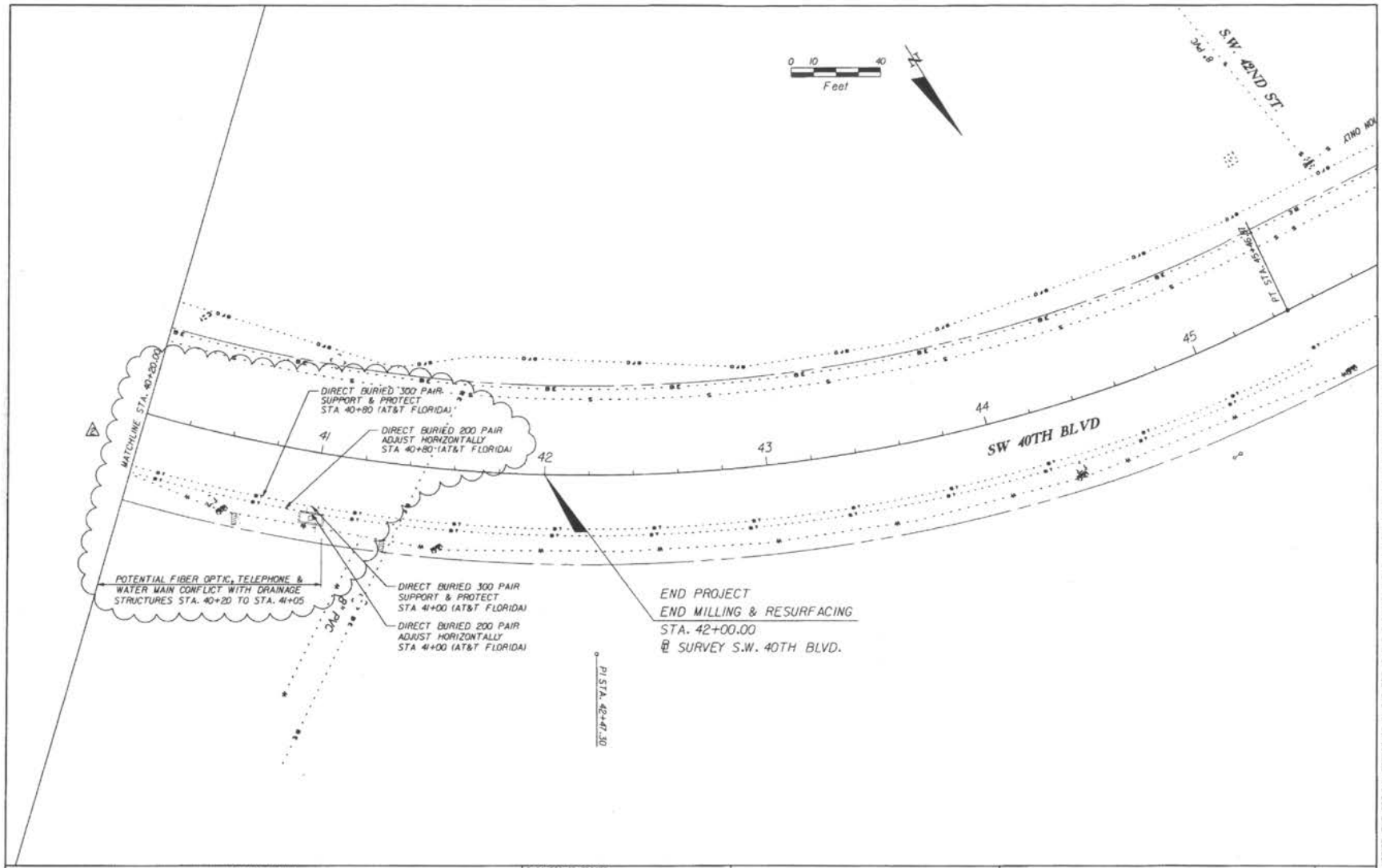
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

UTILITY ADJUSTMENT SHEET

SHEET NO. 64

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED STRUCTURES S-110 & S-111 REVISED LABEL		

REGISTERED TO RECORD:
TERREL SHAW, P.E.
LIC. No. 60066
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8800

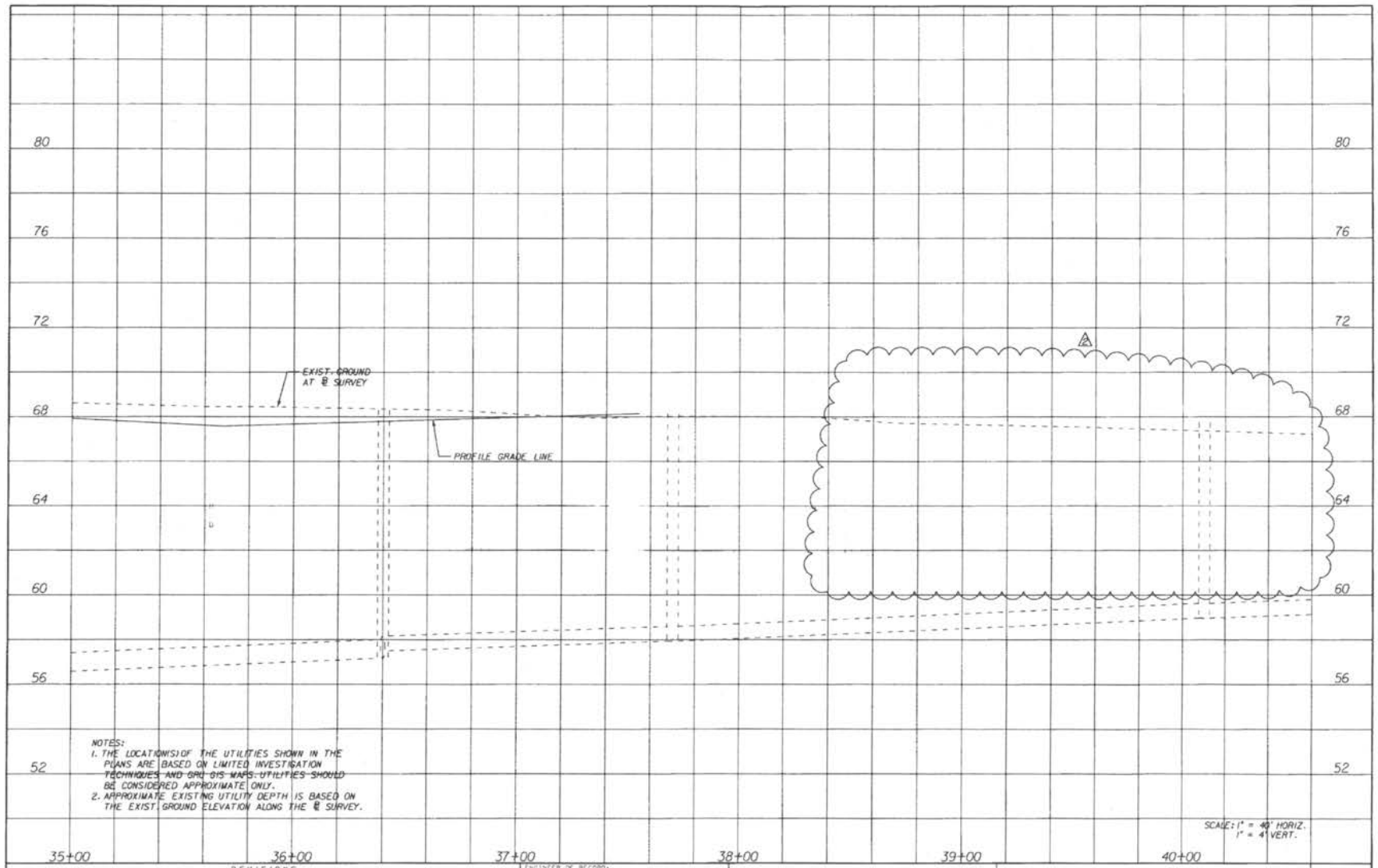
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

UTILITY ADJUSTMENT SHEET

SHEET NO. 65

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



NOTES:
1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND GAS GIS MAPS. UTILITIES SHOULD BE CONSIDERED APPROXIMATE ONLY.
2. APPROXIMATE EXISTING UTILITY DEPTH IS BASED ON THE EXIST. GROUND ELEVATION ALONG THE ℄ SURVEY.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 REMOVED STRUCTURES S-110 & S-111		

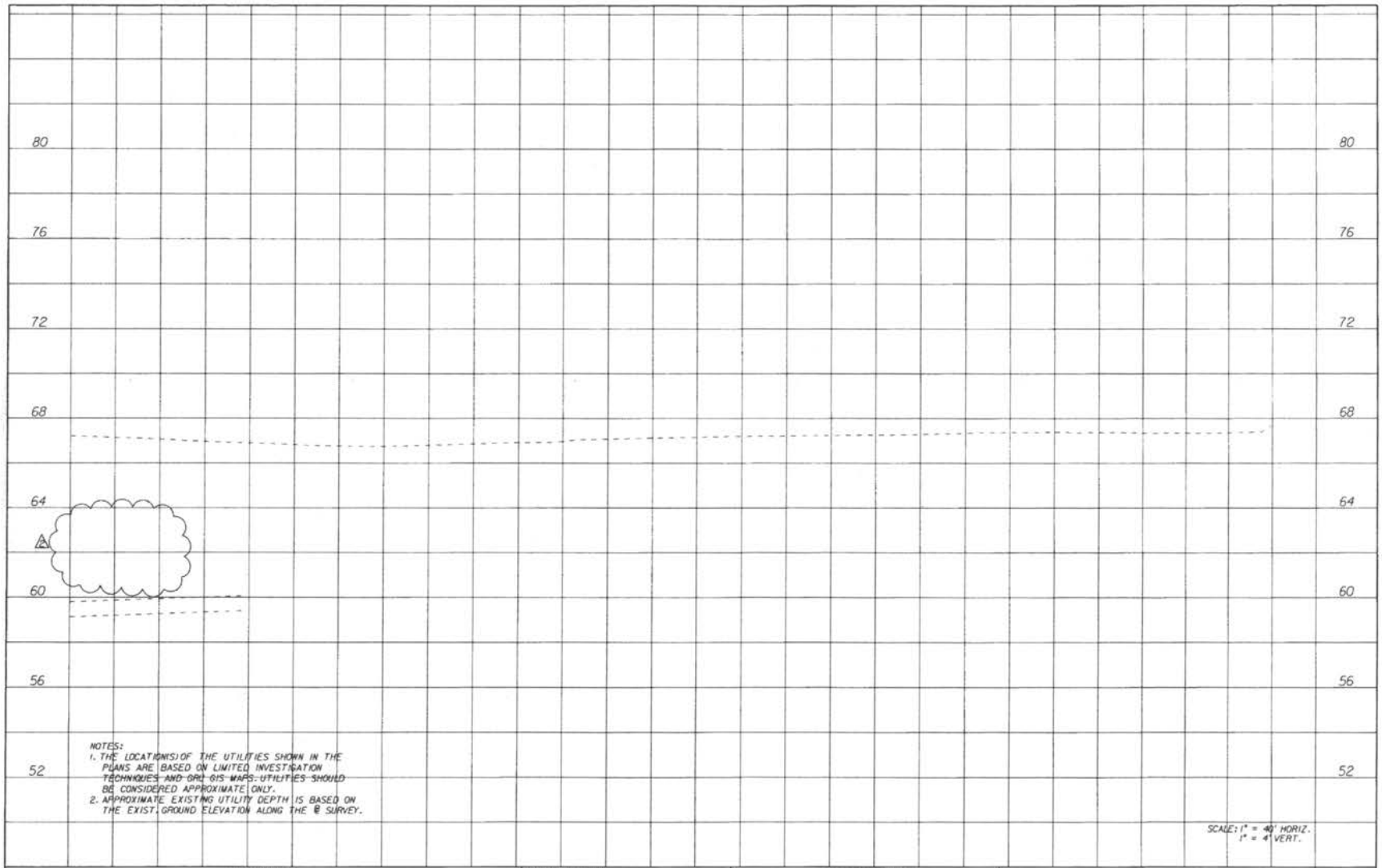
ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8800

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

UTILITY ADJUSTMENT SHEET

SHEET NO. 68



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	A REMOVED STRUCTURES S-110 & S-111		

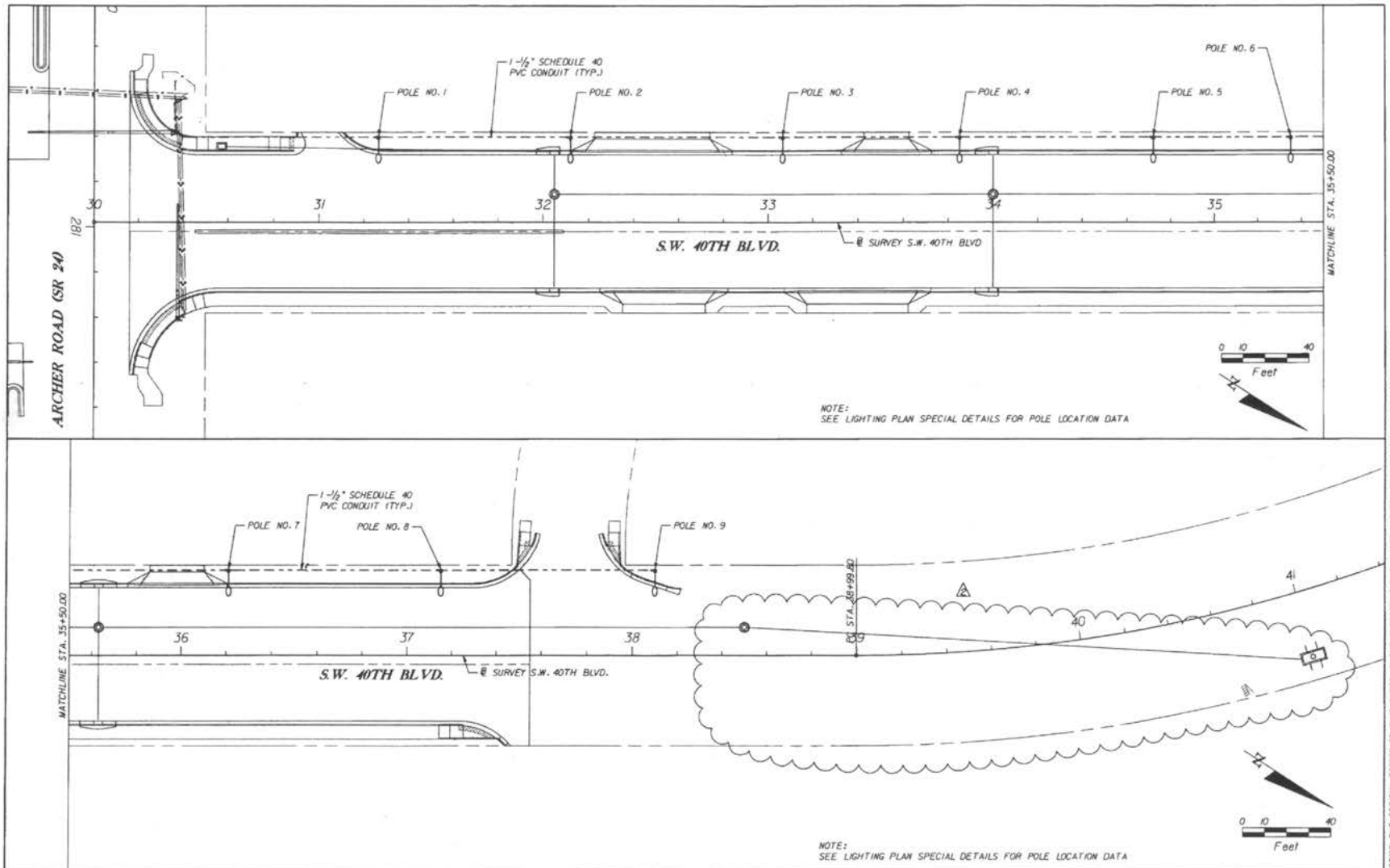
ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50095
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8500

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

UTILITY ADJUSTMENT SHEET

SHEET NO. 69



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 REMOVED STRUCTURES S-110 & S-111		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8500

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

LIGHTING PLAN

SHEET NO. 73

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

TABULATION OF QUANTITIES

BID ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBER T-4 ORIGINAL	SHEET NUMBER T-4 FINAL	TOTAL THIS SHEET	GRAND TOTAL
630-1-12	CONDUIT-SIGNALS, F&I, UNDERGROUND	LF	1015		1015	1015
630-1-14	CONDUIT-SIGNALS, F&I, UNDERGROUND-JACKED	LF	370		370	370
632-7-1	CABLE-SIGNALS, F&I	PI	1		1	1
635-1-11	PULL BOXES, F&I	EA	9		9	9
635-1-15	PULL BOXES, F&I, SPECIAL	EA	1		1	1
639-1-22	SIGNALS- ELECTRICAL POWER SERVICE (UNDERGROUND)	AS	1		1	1
639-2-1	SIGNALS- ELECTRICAL SERVICE WIRE	LF	180		180	180
649-31-305	MAST ARM ASSEMBLY (FT-W6) W/O LUM	EA	1		1	1
649-31-308	MAST ARM ASSEMBLY (F5, W23) W/ LUM	EA	1		1	1
649-31-309	MAST ARM ASSEMBLY (F6, W24) W/ LUM	EA	2		2	2
650-51-311	TRAFFIC SIGNAL (3-SECTION, 1-WAY) (LEDXSTD)	AS	11		11	11
650-51-511	TRAFFIC SIGNAL (5-SECTION, 1-WAY) (LEDXSTD)	AS	2		2	2
653-191	PEDESTRIAN SIGNALS (LED) (1-WAY COUNT DOWN)	AS	4		4	4
653-192	PEDESTRIAN SIGNALS (LED) (2-WAY COUNT DOWN)	AS	2		2	2
659-101	SIGNAL HEAD AUXILIARIES, F&I, BACK PLATE, 3 SECTION	EA	11		11	11
659-108	SIGNAL HEAD AUXILIARIES, F&I, STEEL PEDESTAL	EA	2		2	2
659-118	SIGNAL HEAD AUXILIARIES, F&I, BACK PLATE, 5 SECTION	EA	2		2	2
663-74-12	VEHICLE DETECTOR ASSEMBLIES, F&I, INFRARED	EA	4		4	4
665-11	PEDESTRIAN DETECTOR, F&I	EA	8		8	8
670-5-111	TRAFFIC CONTROLLER ASSEMBLY (NAZTEC, TS-2, TYPE 1, MODEL 980)	AS	1		1	1
685-128	SYSTEM AUXILIARIES (INTERFACE PANEL)	EA	1		1	1
685-140	SYSTEM AUXILIARIES (FIBER OPTIC, MODULATOR/DEMODULATOR)	EA	1		1	1
690-10	TRAFFIC SIGNAL HEAD ASSEMBLY, REMOVAL	EA	10		10	10
690-20	SIGNAL PEDESTRIAN ASSEMBLY, REMOVE	EA	8		8	8
690-33-1	POLE REMOVAL- DEEP	LF	60		60	60
690-50	CONTROLLER ASSEMBLY- REMOVE	EA	1		1	1
690-70	DETECTOR PEDESTRIAN ASSEMBLY, REMOVE	EA	8		8	8
690-80	SPAN WIRE ASSEMBLY REMOVE	EA	4		4	4
690-90	REMOVE CONDUIT & CABLING	PI	1		1	1
700-46-15	EXISTING SIGN, REMOVE, SPAN WIRE	AS	8		8	8
700-48-18	SIGN PANEL, INSTALL (15 or LESS SQ FT)	EA	5		5	5
786-1-13	ITS VEHICLE DETECTION SYSTEM, F&I, MAGNETIC DETECTOR	EA	1		1	1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/3/10	2 QUANTITY UPDATE		

ENGINEER OF RECORD
STEVEN D. MIKESELL, P.E.
FL LIC. No. 58703
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 298-0207
CA NO. 8800

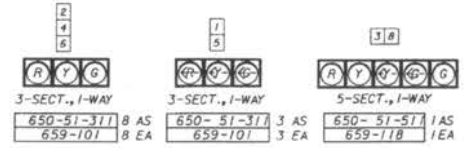
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

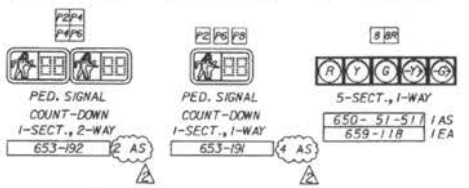
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TABULATION OF QUANTITIES

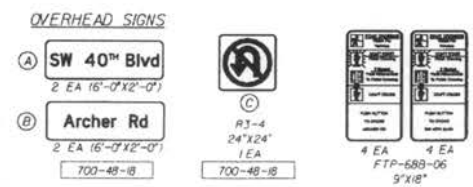
SHEET NO. T-2

SIGNAL HEAD DETAILS



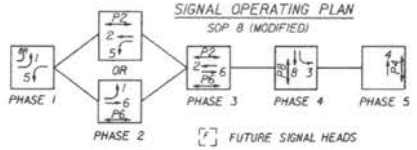


OVERHEAD SIGNS



SIGNAL OPERATING PLAN

SOP 8 (MODIFIED)



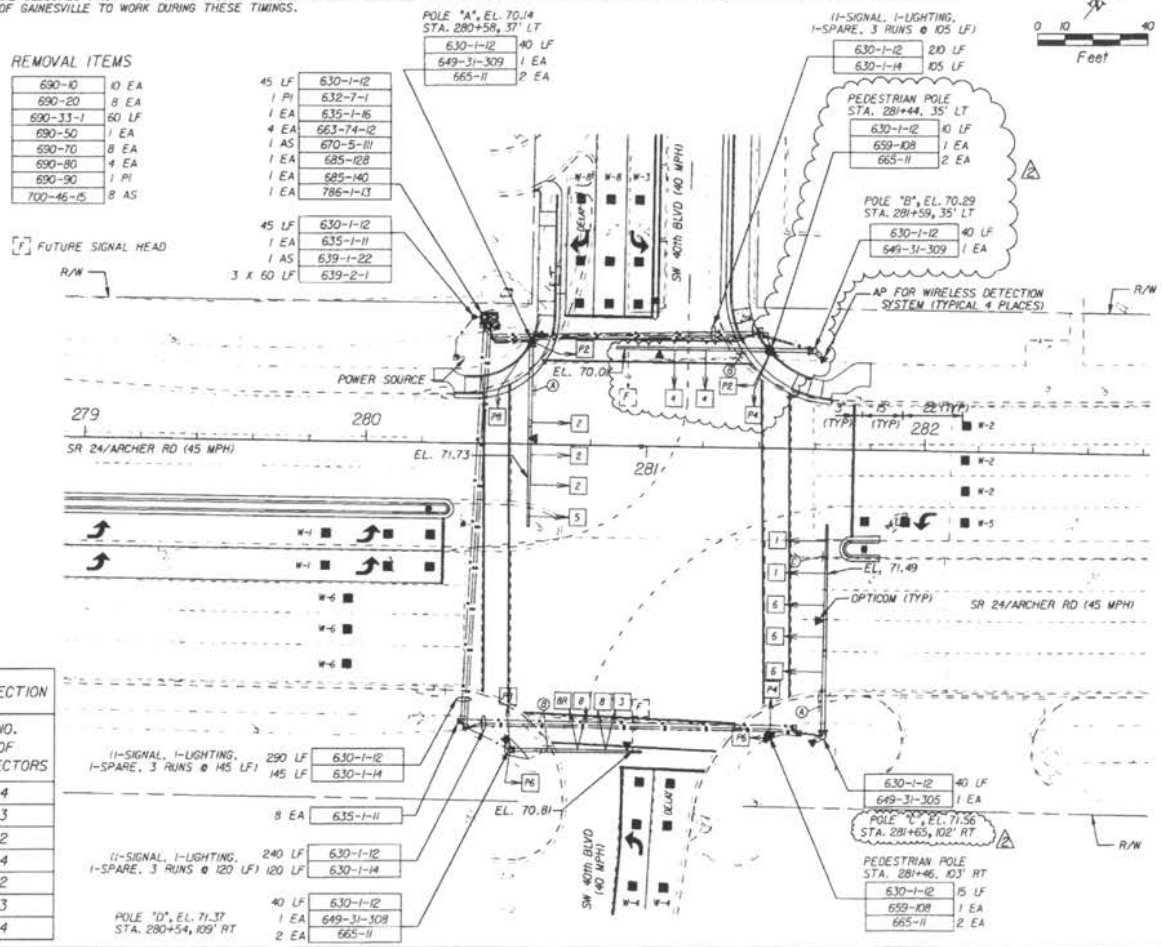
NOTES:

1. THE MAJOR STREET IS ARCHER ROAD (MOVEMENTS 2 & 6). THE SPEED LIMIT ON ARCHER ROAD IS 45 MPH. THE MINOR STREET IS SW 40TH BLVD.
2. ANY PAVEMENT MARKING DISTURBED OUTSIDE THE RESURFACING LIMITS DUE TO LOOP SAW CUT SHALL BE RESTRIPED AND THE COST SHALL BE INCLUDED AS PART OF LOOP INSTALLATION.
3. EXISTING SIGNAL COMMUNICATION FIBER OPTIC RUN SHALL BE REDIRECTED INTO THE PROPOSED SIGNAL CABINET AS DIRECTED BY THE CITY OF GAINESVILLE, TRAFFIC OPERATIONS DEPARTMENT.
4. DURING TRAFFIC SIGNAL FLASHING OPERATION, MOVEMENTS 2 & 6 SHALL FLASH YELLOW, WHILE ALL OTHER MOVEMENTS SHALL FLASH RED.
5. NO LANE CLOSURES FROM 7:00 AM TO 7:00 PM WEEKDAYS AND FOOTBALL FRIDAYS. THE CONTRACTOR MAY REQUEST APPROVAL FROM PHILIP MANN, (352) 334-5074, CITY OF GAINESVILLE TO WORK DURING THESE TIMINGS.

REMOVAL ITEMS

690-10	10 EA
690-20	8 EA
690-33-1	60 LF
690-50	1 EA
690-70	8 EA
690-80	4 EA
690-90	1 PI
700-46-15	8 AS

[F] FUTURE SIGNAL HEAD



CONTROLLER TIMINGS

TIMING FUNCTION	MOVEMENT NUMBER	1	2	3	4	5	6	7	8
TIMING FUNCTION	MINIMUM GREEN	4	15	4	4	4	15	-	4
	EXTENSION	3.0	3.0	3.0	3.0	3.0	3.0	-	3.0
	MAXIMUM GREEN 1	20	40	15	40	20	40	-	40
	MAXIMUM GREEN 2	20	40	15	40	20	40	-	40
	YELLOW CLEARANCE	4.0	4.5	4.0	4.0	4.0	4.5	-	4.0
	ALL RED	1.0	1.0	1.0	1.0	1.0	1.0	-	1.0
	PEDESTRIAN WALK	-	7	-	7	-	7	-	7
	PED. CLEARANCE	-	20	-	32	-	20	-	33
	DETECTER FUNCTION	LOCK	LOCK	NL	NL	LOCK	LOCK	-	NL
	RECALL	-	MIN	-	-	-	MIN	-	-

DETECTOR CONNECTION

WIRELESS DETECTOR	NO. OF DETECTORS
W-1	4
W-2	3
W-3	2
W-4	4
W-5	2
W-6	3
W-8	4

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
12/3/10	2 REVISED SIGNAL POLE OFFSET & ADDED PAYITEM		

KNOTTBEAR CP RECORD
STEVEN D. MIKESELL, P.E.
FL LIC. NO. 68703
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8800

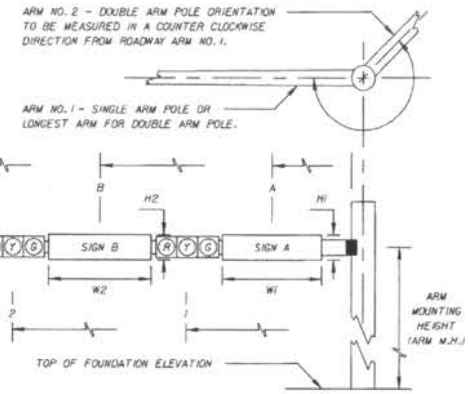
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

SIGNALIZATION PLAN

SHEET NO. T-4

SPECIAL INSTRUCTIONS					
ID NO.	PED. BUTTON		PED. SIGNALS		HANDHOLE LOCATION
A	P8	P2	P8	P2	-
B	-	-	-	-	-
C	-	-	-	-	-
D	P6	P8	P6	P8	90



* DENOTES NUMBER OF SECTIONS IN SIGNAL HEAD ASSEMBLY

									SIGNAL DATA														SIGN DATA																
	ID NO.	SHEET NO.	LOCATION BY STA.	TOP OF FOUNDATION ELEVATION	POINT ARM NO.	CROWN ELEV.	SIGNAL Y/N	BACK PLATES Y/N	PED. SIGNAL Y/N	DISTANCE FROM POLE										TOTAL ARM LENGTH	ARM M.H.	∠ BETWEEN DUAL ARMS 90/270	DISTANCE FROM POLE / HEIGHT AND WIDTH OF SIGN															PAINT COLOR
									1	*	2	*	3	*	4	*	5	*				A	H1	W1	B	H2	W2	C	H3	W3	D	H4	W4	E	H5	W5	
	A	T-4	280+58, 37'LT	70.14	1	71.73	H	Y	Y	28.0'	3	39.5'	3	50.0'	3	61.5'	3			65'	20.5'		15.0'	2.0'	6.0'														*
					2																																		
2	B	T-4	281+59, 35'LT	70.29	1	70.01	H	Y	N	37.5'	3	48.5'	3	65.0'	3**					70.5'	18.5'		25.0'	2.0'	6.0'														*
					2																																		
2	C	T-4	281+65, 102'RT	71.56	1	71.49	H	Y	N	21.5'	3	34.0'	3	45.0'	3	57.5'	3	68.0'	3	74'	19.0'		10.0'	2.0'	6.0'	63.0'	2.0'	2.0'											*
					2																																		
	D	T-4	280+54, 109'RT	71.37	1	70.81	H	Y	Y	23.0'	5	33.0'	5	43.0'	3**					46'	18.0'		12.0'	2.0'	6.0'														*
					2																																		
					1																																		
					2																																		
					1																																		
					2																																		
					1																																		
					2																																		
					1																																		
					2																																		
					1																																		
					2																																		
					1																																		
					2																																		
					1																																		
					2																																		
					1																																		
					2																																		
					1																																		
					2																																		
					1																																		
					2																																		
					1																																		
					2																																		
					1																																		
					2																																		

* CONTACT CITY OF GAINESVILLE TRAFFIC OPERATIONS TO DETERMINE PAINT COLOR FOR SIGNAL AND PEDESTRIAN POLES.

** FUTURE SIGNAL HEADS FOR DESIGN PURPOSE ONLY.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/3/10	2 STATION, OFFSET, LOADING TREE UPDATE		

ENGINEER OF RECORD:
STEVEN D. MIKESELL, P.E.
FL LIC. No. 58703
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 366-0307
CA NO.: 8600

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

MAST ARM TABULATION

SHEET NO. T-5

STANDARD MAST ARM ASSEMBLIES DESIGN TABLE

STRUCTURE ID NUMBERS	ASSEMBLY NUMBERS (1)	FIRST ARM			SECOND ARM			UF (deg)	POLE				SPECIAL DRILLED SHAFT DATA(4)			
		ARM TYPE	FAA (ft.)(2)	FBA (In.)(2)	ARM TYPE	FAA (ft.)(2)	FBA (In.)(2)		POLE TYPE	UAA (ft.)(3)	UB (ft.)	UCA (In.)(3)	DA (ft.)	DB (ft.)	RA	RB
A	F6-W24	F6	33.9	6.26					W24		20.5					
B	F6-W24	F6			2				W24		18.5					
C	F7-W6	F7	36.0	6.99					W6	21.0	19.0	18.06				
D	F5-W23	F5	22.0	7.92					W23		18.0					

TABLE NOTES:

(1) Assembly Number Legend

Single Arms:

Arm Type - Pole Type = D# - S#
= E# - T#
= F# - W#

Double Arms:

First Arm Type - Second Arm Type - Pole Type = D# - D# - S#
= E# - E# - T#
= F# - F# - W#

(2) If an entry appears in columns "FAA" and "FBA", a shorter arm is required. This is obtained by removing length from the arm tip. For these cases the mast arm length shall be shortened from "FA" to "FAA" and the arm tip diameter shall be increased from "FB" to "FBA".

(3) If an entry appears in columns "UAA" and "UCA", a shorter pole is required. This is obtained by removing length from the pole tip. For these cases the pole height shall be shortened from "UA" to "UAA" and the pole tip diameter shall be increased from "UC" to "UCA".

(4) The foundations for Standard Mast Arm Assemblies are pre-designed and are based upon the following conservative soil criteria which covers the great majority of soil types found in Florida. Only complete the "Special Drilled Shaft Data" information if site conditions dictate drilled shafts in soils with lesser strength properties.

Classification = Cohesionless (Fine Sand)
Friction Angle = 30 Degrees (30°)
Unit Weight = 42.6 lbs./cu. ft. (assumed saturated)

GENERAL NOTES:

(1) Work this sheet with the Signal Designer's "Mast Arm Tabulation". See "Mast Arm Tabulation" for special instructions that include non-standard Handhole location, paint color, terminal compartment requirement and pedestrian features.

(2) Work this sheet with "Design Standards" Index Nos. 17743 & 17745 and with "Plans Preparation Manual" Chapter 247, Vol-2 and Figure 29.2, Vol-1.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/3/10	2 POLE TYPE UPDATE		

ENGINEER OF RECORD:
C. Craig Toth, P.E.
FL LIC. No. 68197
HNTB
10210 HIGHLAND MANOR DR
SUITE 140
TAMPA, FLORIDA 33610
PHONE: (813) 246-8827
CA NO.: 8800

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TABLE OF VARIABLES FOR MAST ARM ASSEMBLIES

SHEET NO. T-6

2 FINANCIAL PROJECT ID: 211365-5-58-01, 02, 03, 04
ROADWAY SHEETS: 1B, 2, 3, 9, 27, 28, 32, 35, 37, 41, 43, 47, 59, 63, 68, 69, 73, 79, 81, 82, 89, 91, 93, 95, 96, 97, 98, 100, 103, 106, 109, 113, 117, 118 (REVISED 12-03-10)

SIGNALIZATION SHEETS: T-4, T-5 (REVISED 12-03-10)

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS				ENGINEER OF RECORD: TERREL SHAW, P.E. LIC. No. 60095	ALACHUA COUNTY PUBLIC WORKS DEPARTMENT			REVISION SUMMARY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	HNTB 7077 BONNEVAL ROAD, SUITE 600 LIBERTY CENTER JACKSONVILLE, FLORIDA 32216 PHONE: (904) 298-0207 CA NO.: 8500	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		1B
12/03/10	2 ADDED SHEET					ALACHUA	211365-5-58		

SUMMARY OF PAY ITEMS

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	
101-1	MOBILIZATION	LS	1	
102	MAINTENANCE OF TRAFFIC (250 DAYS)	LS	1	
104	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	
110-1-1	CLEARING AND GRUBBING	LS (AC)	115.75	
120-1	EXCAVATION	CY	2,684	
120-6	EMBANKMENT	CY	4,152	2
142-70	A-3 SAND FILL	CY	3,430	
160-4	TYPE B STABILIZATION	SY	15,935	
285-709	OPTIONAL BASE (BASE GROUP 9)	SY	15,789	
286-1	TURNOUT CONSTRUCTION	SY	234	
327-70-6	MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH)	SY	2,499	
334-1-23	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C, PG 76-22)	TN	2,421.1	
337-7-43	ASPHALTIC CONC. FRICTION COURSE (TRAFFIC C, FC-12.5, PG76-22)	TN	1,416.7	
400-1-2	CLASS I CONCRETE (ENDWALLS)	CY	18.0	2
400-11	CLASS NS CONCRETE (GRAVITY WALLS)	CY	48.8	1
415-1-3	REINFORCING STEEL	LB	2,268	
425-1-351	INLET (CURB TYPE P-5) (<=10')	EA	8	
425-1-361	INLET (CURB TYPE P-6) (<=10')	EA	3	
425-1-369	INLETS, CURB, TYPE P-6, MODIFY	EA	1	
425-1-521	INLET (DITCH BOT TYPE C) (<=10')	EA	2	
425-1-531	INLET (DITCH BOT TYPE C) (MODIFIED) (<=10')	EA	6	
425-1-910	INLET (CLOSED FLUME)	EA	3	
425-8	DRAINAGE STRUCTURES, MISC. ADJUST	EA	1	
425-2-51	MANHOLE (J-8) (<10')	EA	1	2
430-174-101	PIPE CULVERT OPTIONAL MATERIAL (10"-24") (ROUND) (SD)	LF	18	
430-175-101	PIPE CULVERT OPTIONAL MATERIAL (10"-24") (ROUND) (S/CD)	LF	1,616	2
430-175-103	PIPE CULVERT OPTIONAL MATERIAL (37"-48") (ROUND) (S/CD)	LF	78	
430-830	PIPE FILLING AND PLUGGING	CY	3.7	
430-982-125	MITERED END SECTION (ROUND) (CD) (18")	EA	6	
430-982-129	MITERED END SECTION (ROUND) (CD) (24")	EA	1	
430-984-125	MITERED END SECTION (ROUND) (SD) (18")	EA	1	
440-1-2	UNDERDRAIN (TYPE II)	LF	3,722	
515-2-301	PEDESTRIAN, BICYCLE RAILING (ALUMINUM) (42" PICKET RAILING)	LF	124	2
520-1-10	CONCRETE CURB & GUTTER (FDOT TYPE F)	LF	3,694	
520-1-7	CONCRETE CURB & GUTTER (FDOT TYPE E)	LF	315	
522-1	CONCRETE SIDEWALK (4" THICK)	SY	2,358	
522-2	CONCRETE SIDEWALK (6" THICK)	SY	345	
524-1-2	CONCRETE DITCH PAVEMENT (NON-REINFORCED) (4")	SY	30	2
530-3-4	RIPRAP - RUBBLE (DITCH LINING)	TN	14.2	
570-1-2	PERFORMANCE TURF (SOD)	SY	7,038	
999-2	TRANSIT SHELTER AND PEDESTRIAN RAILING (LANDSCAPE FORMS)	LS	1	

SUMMARY OF PAY ITEMS

PAY ITEM	DESCRIPTION	UNIT	QUANTITY

PAY ITEM NOTES:
1. SUBSOIL EXCAVATION TO BE COMBINED WITH REGULAR EXCAVATION AND PAID UNDER PAY ITEM 120-1, EXCAVATION, CY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 REVISED QUANTITY		
12/03/10	2 REVISED QUANTITY, REMOVED PAY ITEM 524-2-2, ADDED PAY ITEM 425-2-91		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50086
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8600

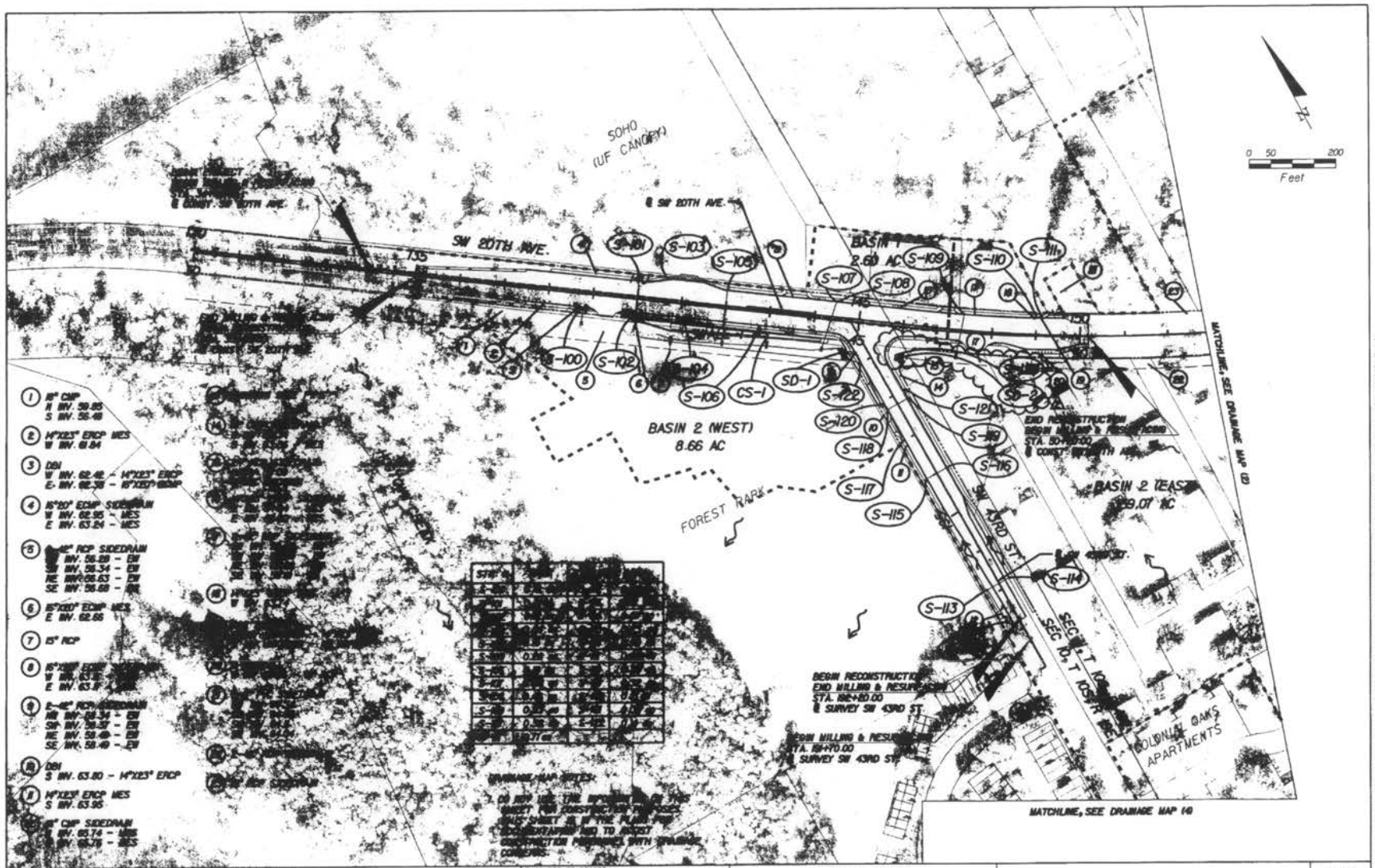
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

SUMMARY OF PAY ITEMS

SHEET NO. 2

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED GRAVITY WALL & TRAFFIC RAILING, REVISED RIGHT-OF-WAY, ADDED STRUCTURE SD-2 & S-123		

ENGINEER OF RECORD:
TERRELL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8600

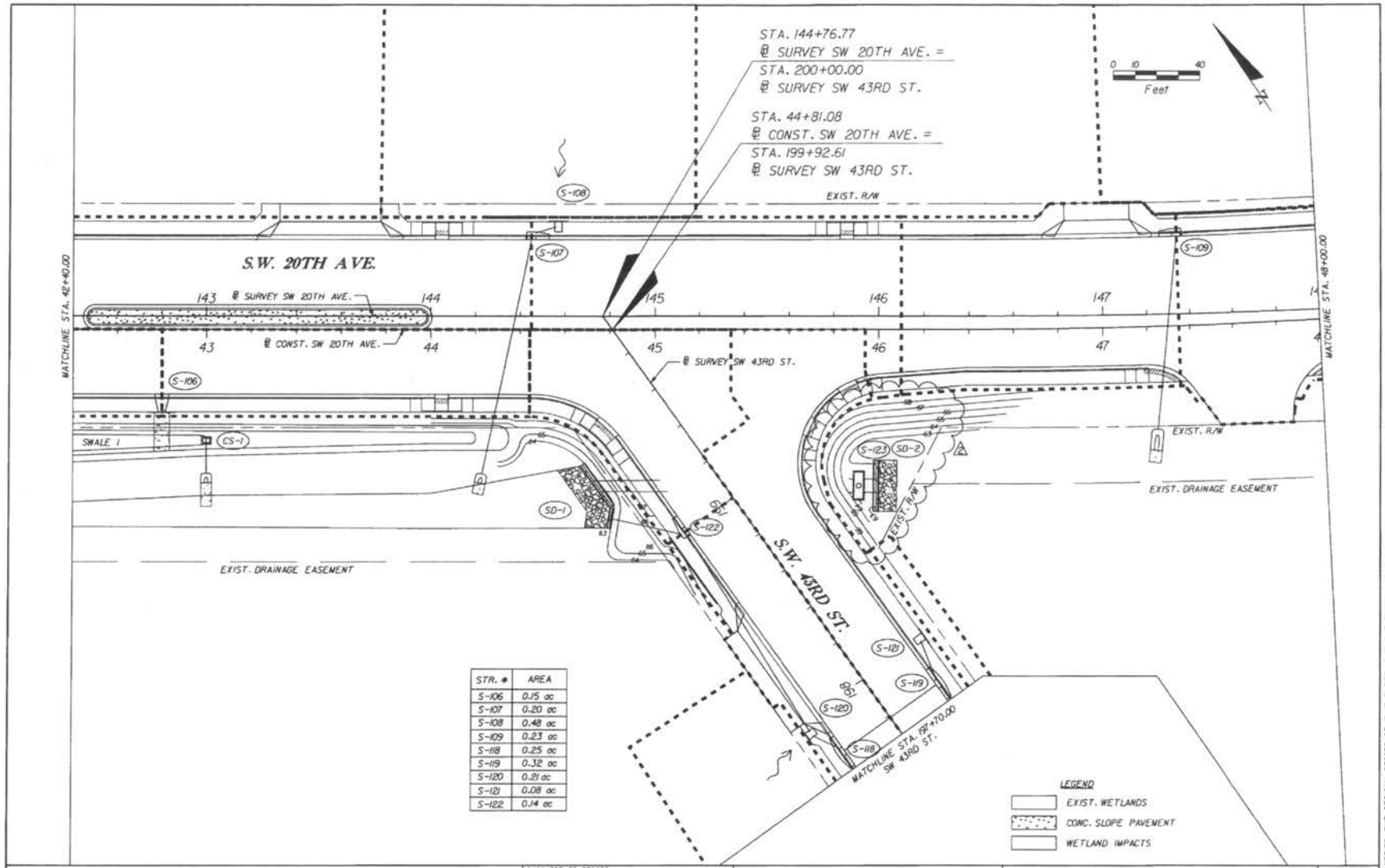
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

DRAINAGE MAP (1)

SHEET NO. 3

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



STR. #	AREA
S-106	0.15 ac
S-107	0.20 ac
S-108	0.48 ac
S-109	0.23 ac
S-118	0.25 ac
S-119	0.32 ac
S-120	0.21 ac
S-121	0.08 ac
S-122	0.14 ac

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 REMOVED GRAVITY WALL & TRAFFIC RAILING, REVISED RIGHT-OF-WAY, ADDED STRUCTURE SD-2 & S-123		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50006
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8600

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

DRAINAGE MAP (7)

SHEET NO. 9

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

SUMMARY OF GRAVITY WALL & ALUMINUM HANDRAIL

LOCATION STA. TO STA.	SIDE	CLASS NS CONCRETE CY P	CLASS NS CONCRETE CY F	ALUMINUM HANDRAIL LF P	ALUMINUM HANDRAIL LF F	REMARKS	FIELD BOOK REFERENCE
SOUTHWEST 20TH AVENUE							
48+40.00 TO 49+85.00	RT	40.7		149		PAY ITEM: 999-2	
SOUTHWEST 43RD STREET							
~~198+65.00 TO 199+02.00~~	~~LT~~	~~8.1~~		~~37~~		~~PAY ITEM: 515-23-1~~	

SUMMARY OF EARTHWORK

DESCRIPTION	CY P	CY F
SOUTHWEST 20TH AVENUE		
REGULAR EXCAVATION	1,776	
SUBSOIL EXCAVATION	137	
EMBANKMENT	2,660	
A-3 SAND FILL (PAY ITEM 142-70 - SAND FILL, CY)	3,430	
SOUTHWEST 43RD STREET		
REGULAR EXCAVATION	4	
SUBSOIL EXCAVATION	767	
EMBANKMENT	1,492	
TOTAL		
REGULAR EXCAVATION	1,780	
SUBSOIL EXCAVATION	904	
EMBANKMENT	4,152	
A-3 SAND FILL (PAY ITEM 142-70 - SAND FILL, CY)	3,430	

NOTES:
1. A-3 SAND FILL TO BE PAID UNDER PAY ITEM 142-70 - SAND FILL (CY)
2. SUBSOIL EXCAVATION TO BE COMBINED WITH REGULAR EXCAVATION AND PAID UNDER PAY ITEM 120-1, EXCAVATION, CY

SUMMARY OF UNDERDRAIN

	LOCATION STA. TO STA.	SIDE	UNDERDRAIN TYPE (LF) I	II	III	IV	OUTLET PIPE LENGTH (LF) 4"	CONCRETE (CY)	PERF. TURF (SOD) (SY)	FIELD BOOK REFERENCE
P	192+20.00 TO 199+00.00	LT		680						
F										
P	192+20.00 TO 198+72.00	RT		652						
F										
P	37+45.00 TO 50+20.00	LT		1,275						
F										
P	37+45.00 TO 44+40.00	RT		695						
F										
P	46+00.00 TO 50+20.00	RT		420						
F										
P										
F										
P										
F										

NOTE: SEE GENERAL NOTES (NOTE 28) SHEET AND SPECIAL DETAILS SHEET FOR UNDERDRAIN PLACEMENT INFORMATION

SUMMARY OF SIDEDRAIN & MITERED END SECTIONS

	LOCATION STA. TO STA.	SIDE	BACK OFFSET	BACK F.L.	AHEAD OFFSET	AHEAD F.L.	PIPE LENGTH (LF) 18"	MES (EA) 18"
P	192+31.90 TO 193+15.00	LT	27.39	65.60	30.00	63.40	78	1
F								
P								
F								
P								
F								
	UNIT QUANTITY						78	1
	PLAN QUANTITY						78	1
	FINAL QUANTITY							

REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 REVISED QUANTITY		
12/03/10	2 REVISED QUANTITY		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8600

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

SUMMARY OF QUANTITIES

SHEET NO. 27

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G5-23.003, F.A.C.

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	PIPE CULVERT OPT. MATERIAL STORM DRAIN ROUND 18"	PIPE CULVERT OPT. MATERIAL STORM DRAIN ROUND 24"	PIPE CULVERT OPT. MATERIAL SIDE DRAIN ROUND 42"	CURB INLET P-5 <10'	CURB INLET P-6 <10'	CURB INLET P-6 MOD <10'	CLOSED FLUME	DITCH BOTTOM INLET C <10'	DITCH BOTTOM INLET C-MOD. <10'	MANHOLE J-8 <10'	MES 18"	MES 24"	CLASS I CONC. (ENDWALLS) CY	DITCH PAVT. SY	REMARKS
P	S-100	38+80.00	RT	INLET, PIPE, MES	1	29			1							1			3	
F																				
P	S-101	40+00.00	LT	INLET, PIPE, MES	1	97				1						1			3	
F																				
P	S-102	40+00.00	RT	CLOSED FLUME								1								"D" = 6.5'
F																				
P	S-103	40+50.28	LT	INLET, PIPE	1	47					1									CONFLICT STRUCTURE, CAST-IN-PLACE TYPE P BOTTOM
F																				
P	S-104	41+05.00	RT	CLOSED FLUME								1								"D" = 6.5'
F																				
P	S-105	42+00.00	LT	INLET, PIPE, MES	1	113			1							1			3	
F																				
P	S-106	42+80.00	RT	CLOSED FLUME								1								"D" = 6.5'
F																				
P	S-107	44+45.00	LT	INLET, PIPE, MES	1	107			1							1			3	
F																				
P	S-108	44+57.00	LT	INLET, PIPE	1	10								1						BOS INLET
F																				
P	S-109	47+35.00	LT	INLET, PIPE, MES	1		87		1								1		4	
F																				
P	S-110	49+00.00	LT	INLET, PIPE	1		160		1											
F																				
P	S-111	49+13.00	LT	INLET, PIPE	1	11								1						BOS INLET, CONFLICT STRUCTURE, CAST-IN-PLACE DBI
F																				
P	S-112	192+31.90	LT	MES, PIPE	1	78										1				SW 43rd ST
F																				
P	S-113	193+15.00	LT	DBI, PIPE	1	55							1							SW 43rd ST
F																				
P	S-114	193+15.00	RT	DBI, PIPE	1	281							1							SW 43rd ST
F																				
P	S-115	196+00.00	LT	INLET, PIPE	1	50			1											SW 43rd ST
F																				
P	S-116	196+00.00	RT	INLET, PIPE	1	176			1											SW 43rd ST
F																				
P	S-117	197+00.00	LT	DBI, PIPE	1	77								1						SW 43rd ST (BOS INLET)
F																				
P	S-118	197+79.00	LT	INLET, PIPE	1	16				1										SW 43rd ST
F																				
P	S-119	197+79.00	RT	INLET, PIPE	1	50				1										SW 43rd ST
F																				
P	S-120	197+94.00	LT	DBI, PIPE	1	105								1						SW 43rd ST (BOS INLET)
F																				
P	S-121	198+00.00	RT	DBI, PIPE	1	20								1						SW 43rd ST (BOS INLET)
F																				
P	S-122	199+00.00	LT	INLET, PIPE	1	32			1									1.6		SW 43rd ST
F																				
P	SD-1	199+06.86	LT	EW, PIPE	2			60										8.2		SW 43rd ST
F																				
P	SD-2	198+67.05	RT	EW, PIPE	2			18										8.2		SW 43rd ST
F																				
P	CS-1	43+00.00	RT	INLET, PIPE, MES	1	12								1		1			6	
F																				
P	EX-1	40+80.00	RT	EXIST. MES	1														8	Reset Exist. MES
F																				
P	S-123	198+71.63	RT	MANHOLE, PIPE	2		3								1					J BOTTOM (4'X12')
F																				
P																				
F																				
P																				
F																				
P																				
F																				
P																				
F																				
SHEET TOTALS - UNIT QUANTITY						1366	250	78	8	3	1	3	2	6	1	6	1	18.0	30	
SHEET TOTALS - PLAN QUANTITY						1366	250	78	8	3	1	3	2	6	1	6	1	18.0	30	
SHEET TOTALS - FINAL QUANTITY																				

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ ADDED STRUCTURE SD-2 & S-123, REVISED QUANTITIES, ADDED COLUMN		

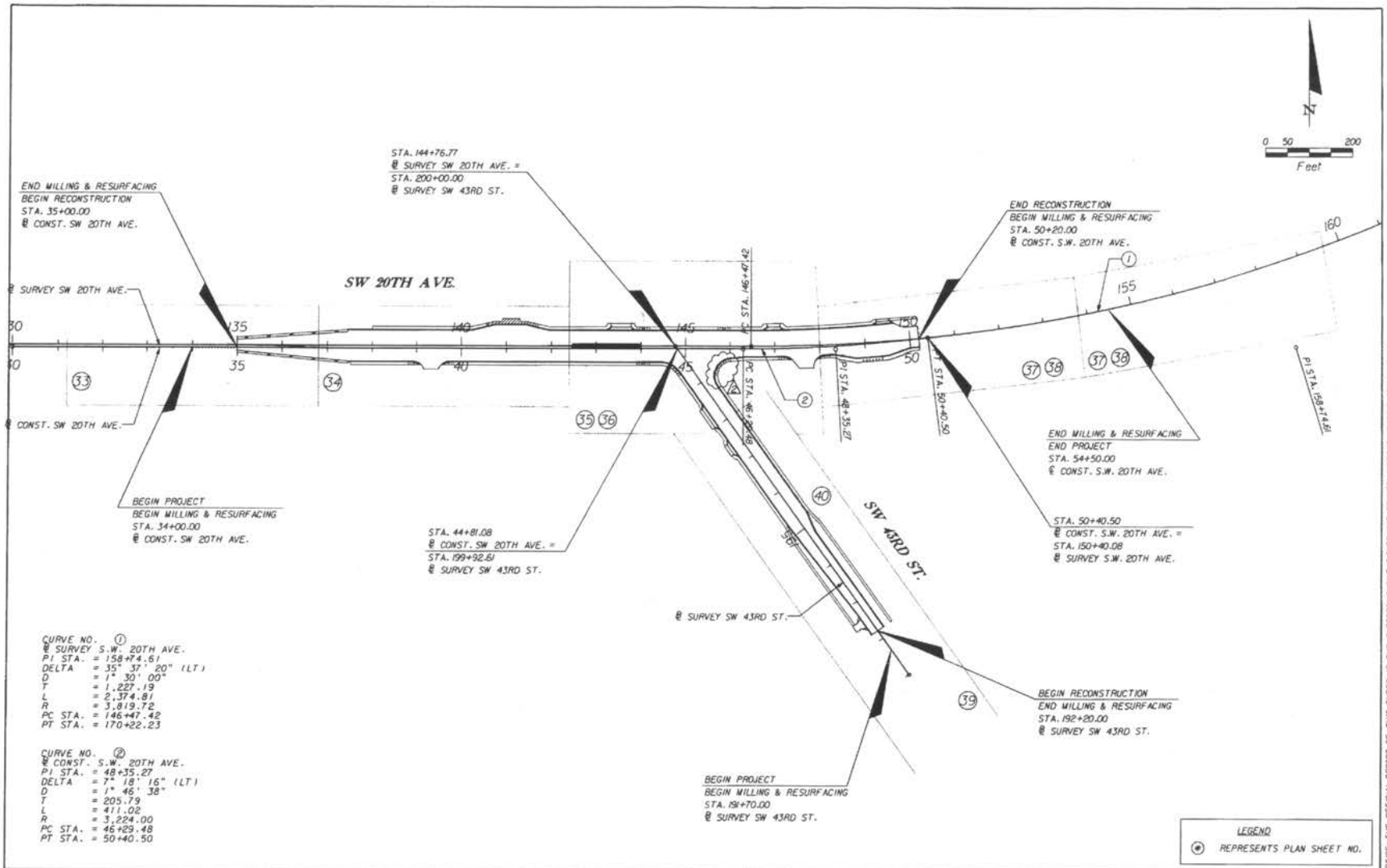
ENGINEER OF RECORD:
TERRELL SHAW, P.E.
LIC. No. 50095
HNTB
7077 SONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE (904) 256-0207
CA NO. 8600

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

SUMMARY OF DRAINAGE STRUCTURES

SHEET NO. 28



CURVE NO. ①
℄ SURVEY S.W. 20TH AVE.
PI STA. = 158+74.61
DELTA = 35° 37' 20" (LT)
D = 1° 30' 00"
T = 1,227.19
L = 2,374.81
R = 3,819.72
PC STA. = 146+47.42
PT STA. = 170+22.23

CURVE NO. ②
℄ CONST. S.W. 20TH AVE.
PI STA. = 48+35.27
DELTA = 7° 18' 16" (LT)
D = 1° 46' 38"
T = 205.79
L = 411.02
R = 3,224.00
PC STA. = 46+29.48
PT STA. = 50+40.50

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 REVISED RETURN 2 CONFIGURATION		

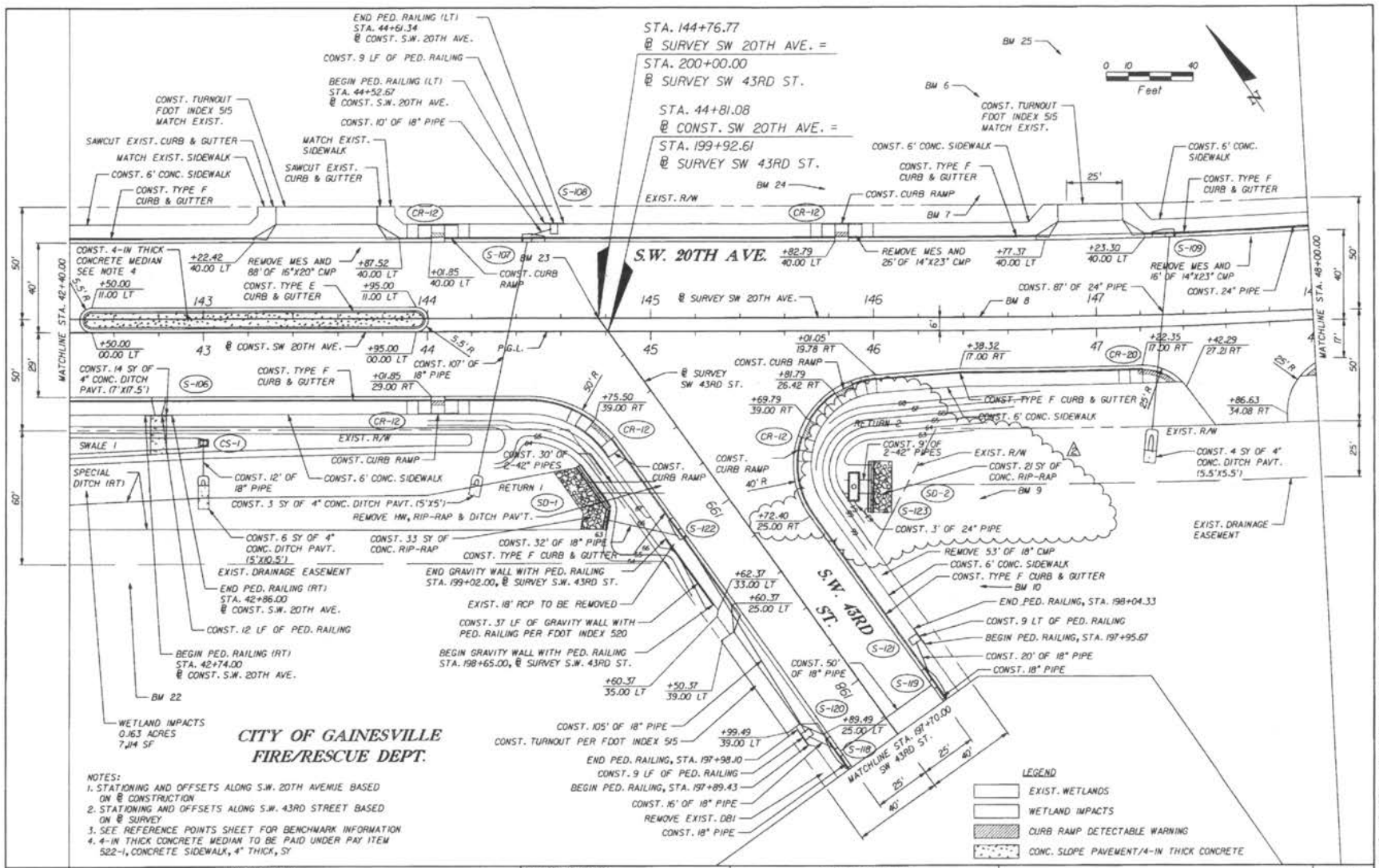
ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 60096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8800

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

PROJECT LAYOUT

SHEET NO. 32



NOTES:
1. STATIONING AND OFFSETS ALONG S.W. 20TH AVENUE BASED ON @ CONSTRUCTION
2. STATIONING AND OFFSETS ALONG S.W. 43RD STREET BASED ON @ SURVEY
3. SEE REFERENCE POINTS SHEET FOR BENCHMARK INFORMATION
4. 4-IN THICK CONCRETE MEDIAN TO BE PAID UNDER PAY ITEM 522-1, CONCRETE SIDEWALK, 4" THICK, SY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	Δ REMOVED GRAVITY WALL & TRAFFIC RAILING, REVISED RIGHT-OF-WAY, ADDED STRUCTURES SD-2 & S-123		

ENGINEER OF RECORD:
TERRELL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8600

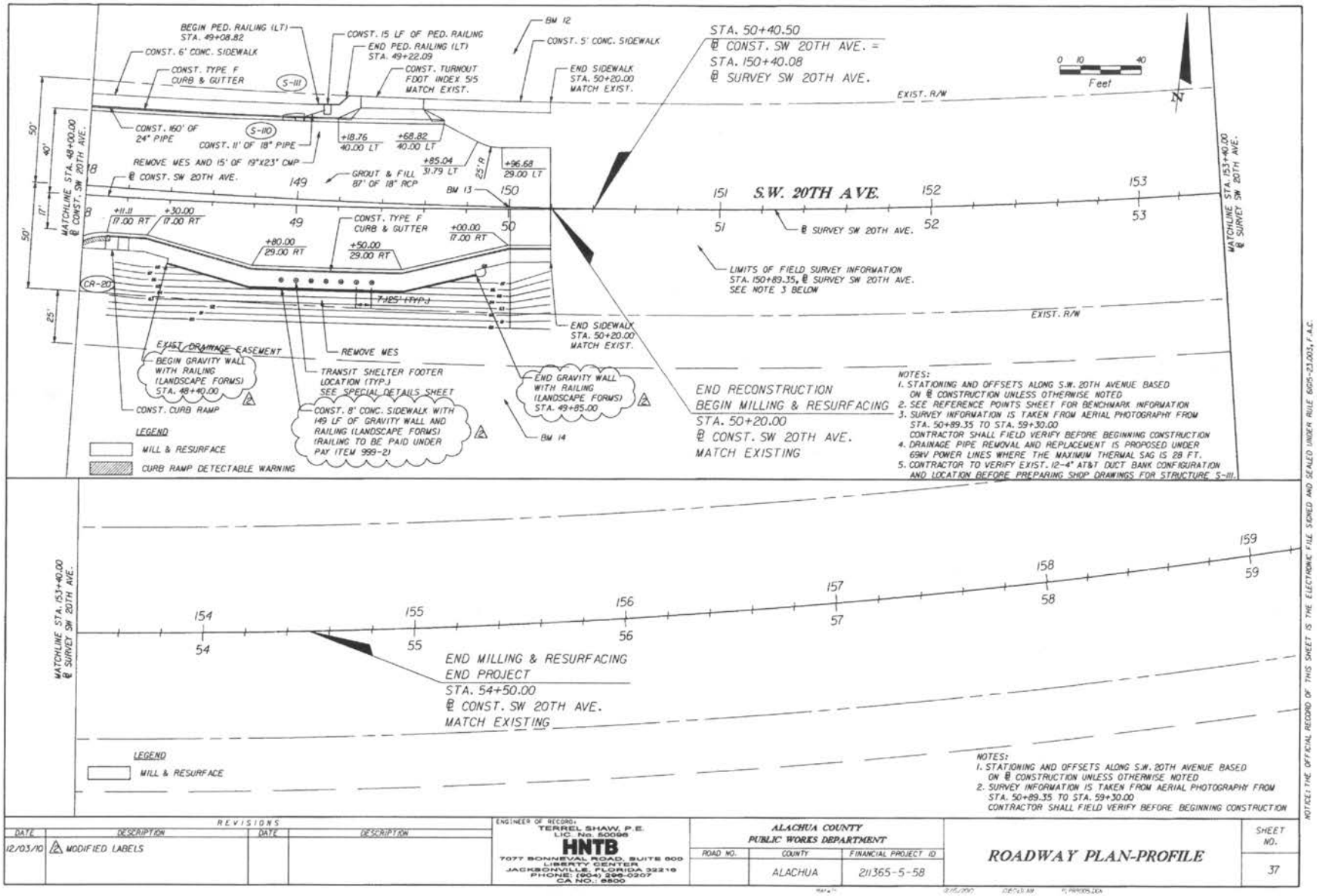
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

ROADWAY PLAN-PROFILE

SHEET NO. 35

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 MODIFIED LABELS		

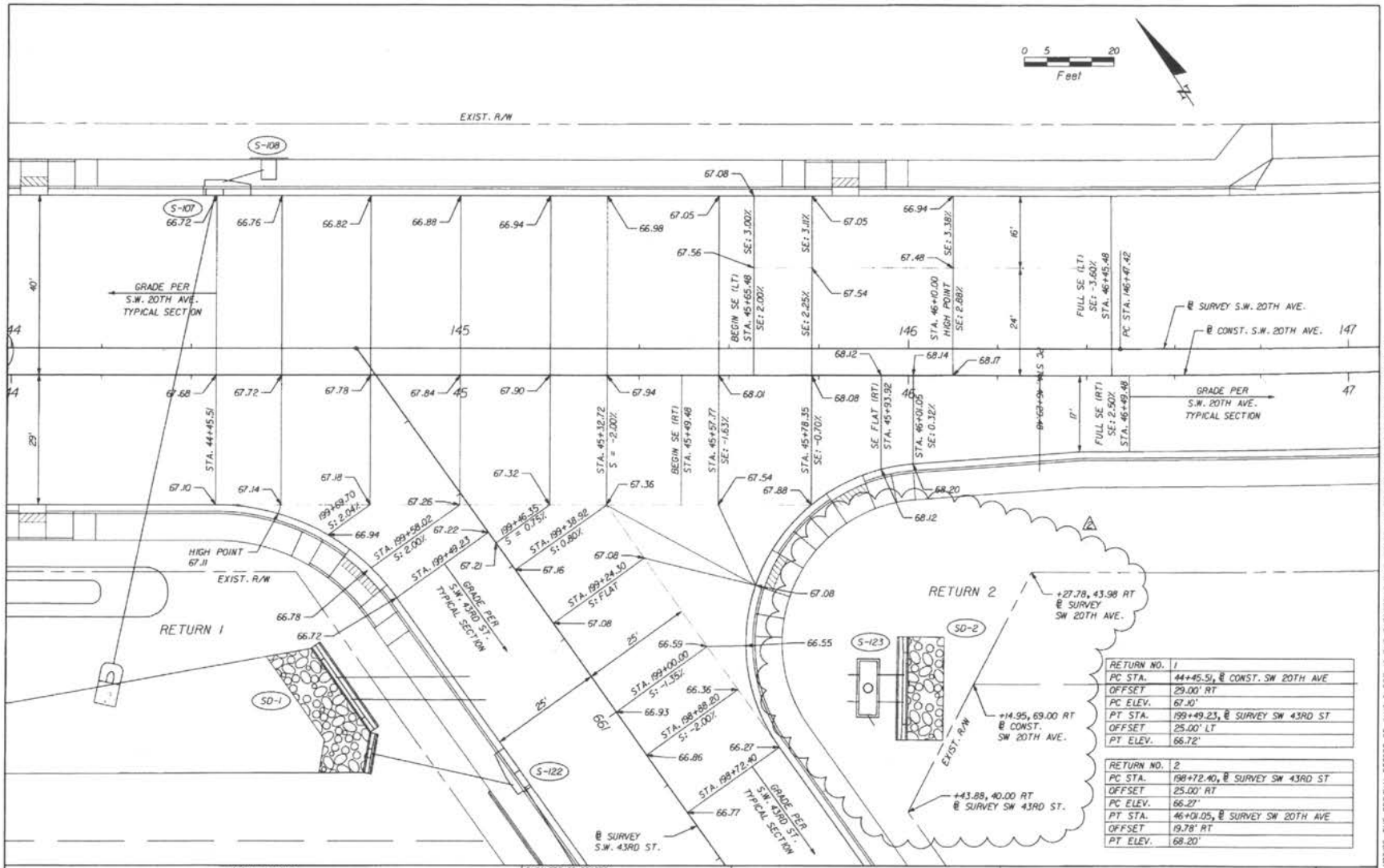
ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO. 8600

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

ROADWAY PLAN-PROFILE

SHEET NO. 37



RETURN NO.	1
PC STA.	44+45.51, @ CONST. SW 20TH AVE
OFFSET	29.00' RT
PC ELEV.	67.10'
PT STA.	199+49.23, @ SURVEY SW 43RD ST
OFFSET	25.00' LT
PT ELEV.	66.72'

RETURN NO.	2
PC STA.	198+72.40, @ SURVEY SW 43RD ST
OFFSET	25.00' RT
PC ELEV.	66.27'
PT STA.	46+01.05, @ SURVEY SW 20TH AVE
OFFSET	19.78' RT
PT ELEV.	68.20'

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	1 REMOVED GRAVITY WALL & TRAFFIC RAILING, REVISED RIGHT-OF-WAY, ADDED STRUCTURE SD-2 & S-123, ADDED RIGHT-OF-WAY STA./OFFSETS		

ENGINEER OF RECORD:
TERRELL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 396-0207
CA NO.: 8600

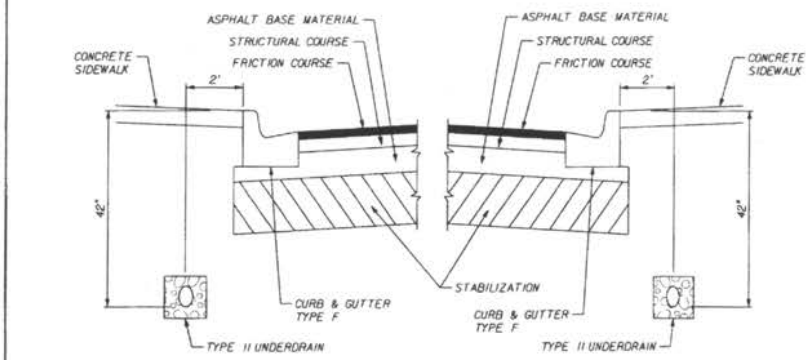
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

INTERSECTION DETAIL

SHEET NO. 41

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



UNDERDRAIN PLACEMENT
N.T.S

NOTE:
SEE GENERAL NOTES (NOTE 28) SHEET FOR UNDERDRAIN PLACEMENT INFORMATION

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 REMOVED CONC. SLOPE PAVEMENT DETAIL		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 60098
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8600

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

SPECIAL DETAILS

SHEET NO.
43

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 REVISED PROFILE, ADDED LABELS		
12/03/10	2 REMOVED DETAILS		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8600

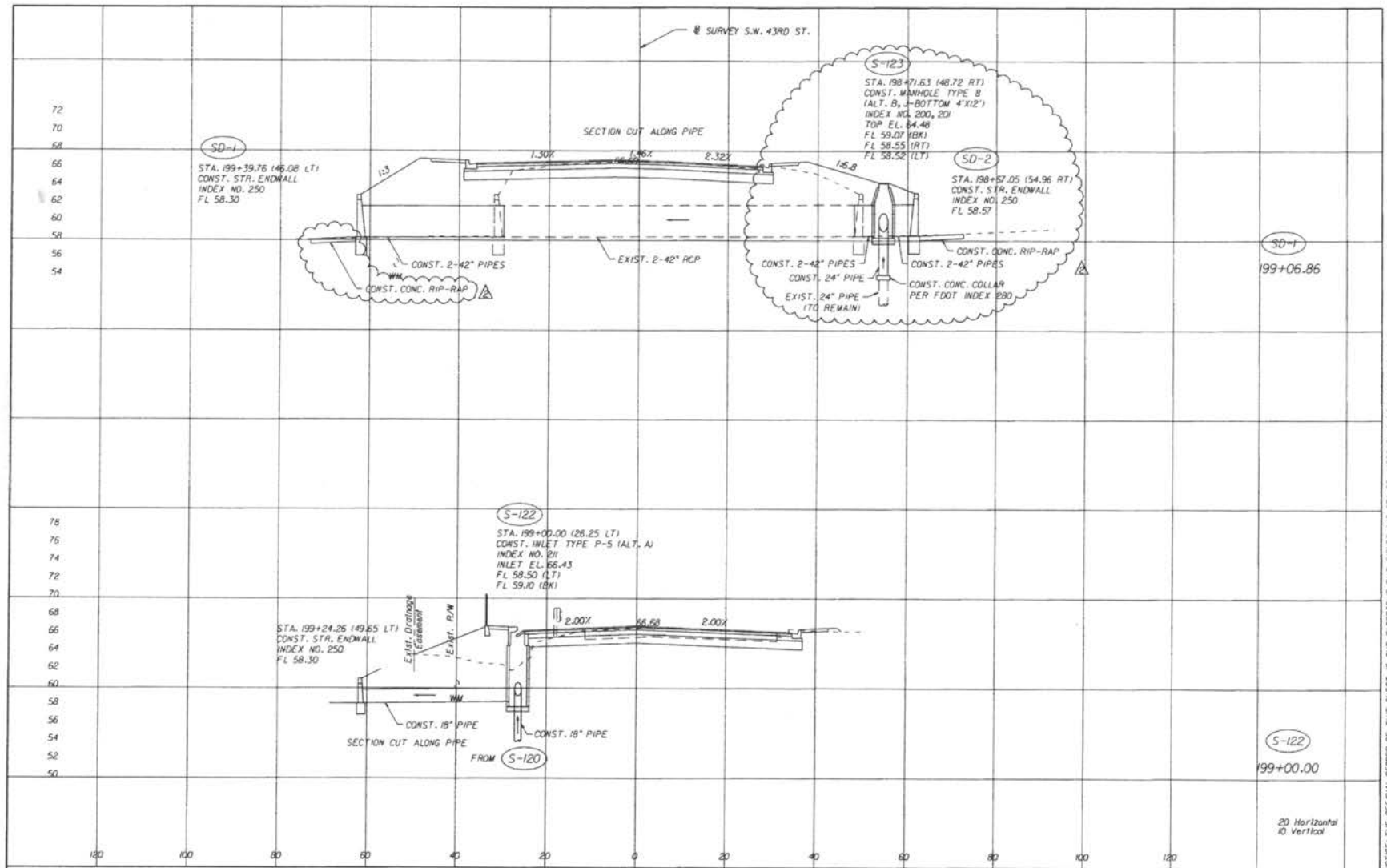
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

GRAVITY WALL DETAILS

SHEET NO. 47

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ ADDED STRUCTURE SD-2 & S-123, REVISED SECTION		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE (904) 296-0207
CA NO.: 8600

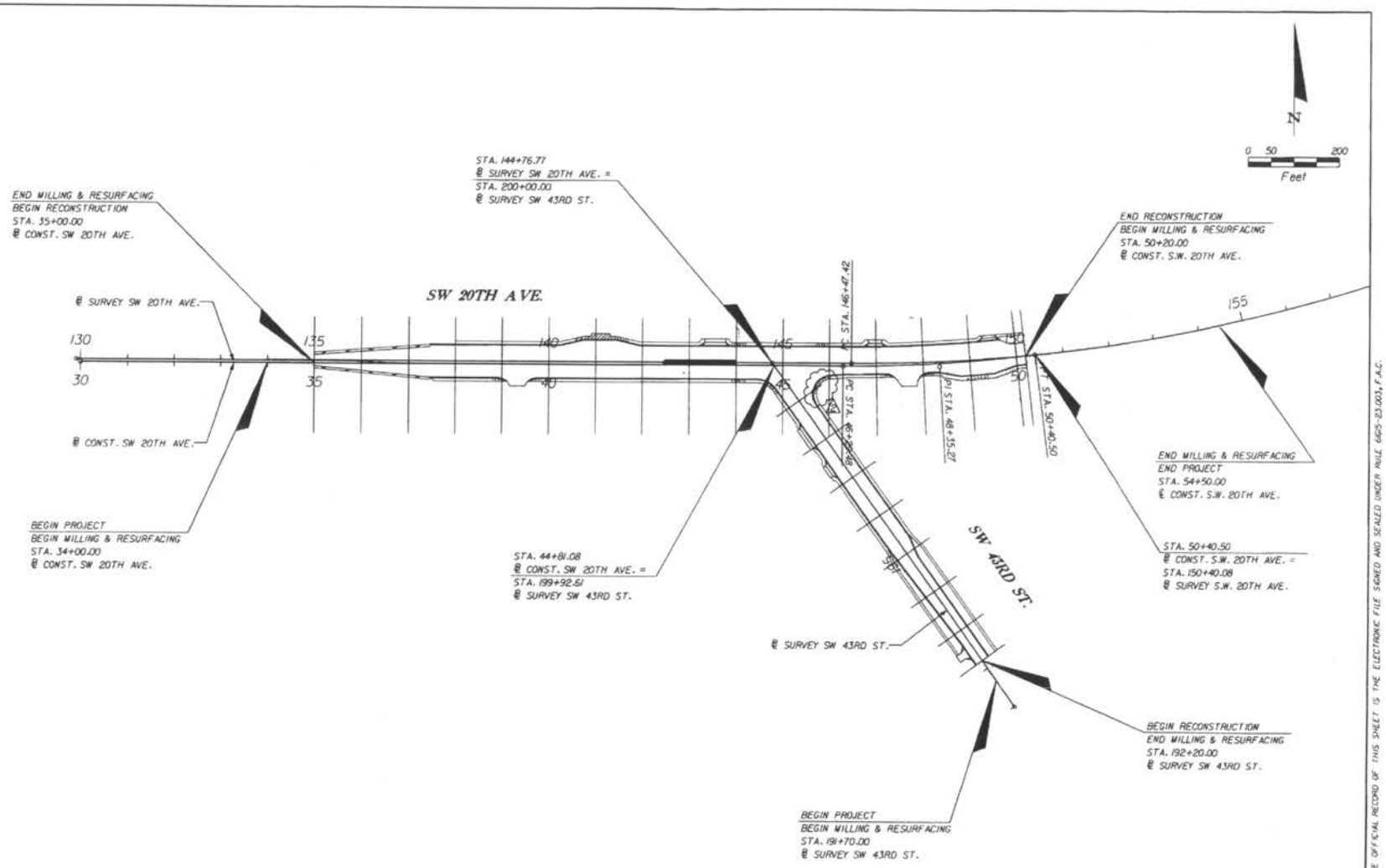
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

DRAINAGE STRUCTURES
S.W. 43RD ST.

SHEET NO. 59

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 REVISED RETURN 2 CONFIGURATION		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50066
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 6600

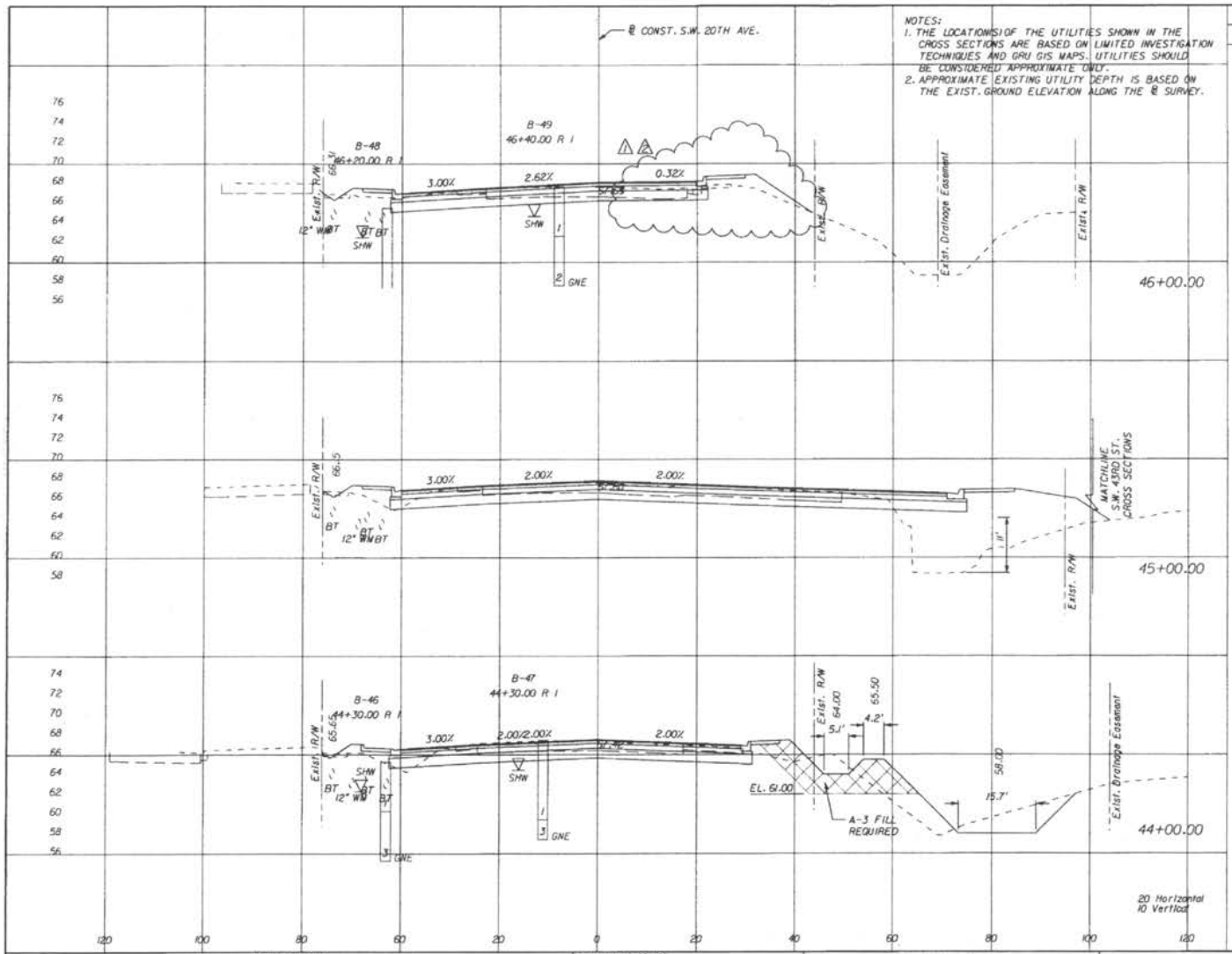
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID.
	ALACHUA	211365-5-58

CROSS SECTION PATTERN

SHEET NO. 63

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



Subsoil Exc.		Regular Exc.		Embankment	
A	V	A	V	A	V
[illegible]		[illegible]		[illegible]	
[illegible]		[illegible]		[illegible]	444
[illegible]		[illegible]		[illegible]	
[illegible]		[illegible]	465	[illegible]	745
[illegible]		[illegible]		[illegible]	
[illegible]		[illegible]	965	[illegible]	1154

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 REVISED CROSS SECTIONS		
12/03/10	2 REVISED CROSS SECTIONS		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50098
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8500

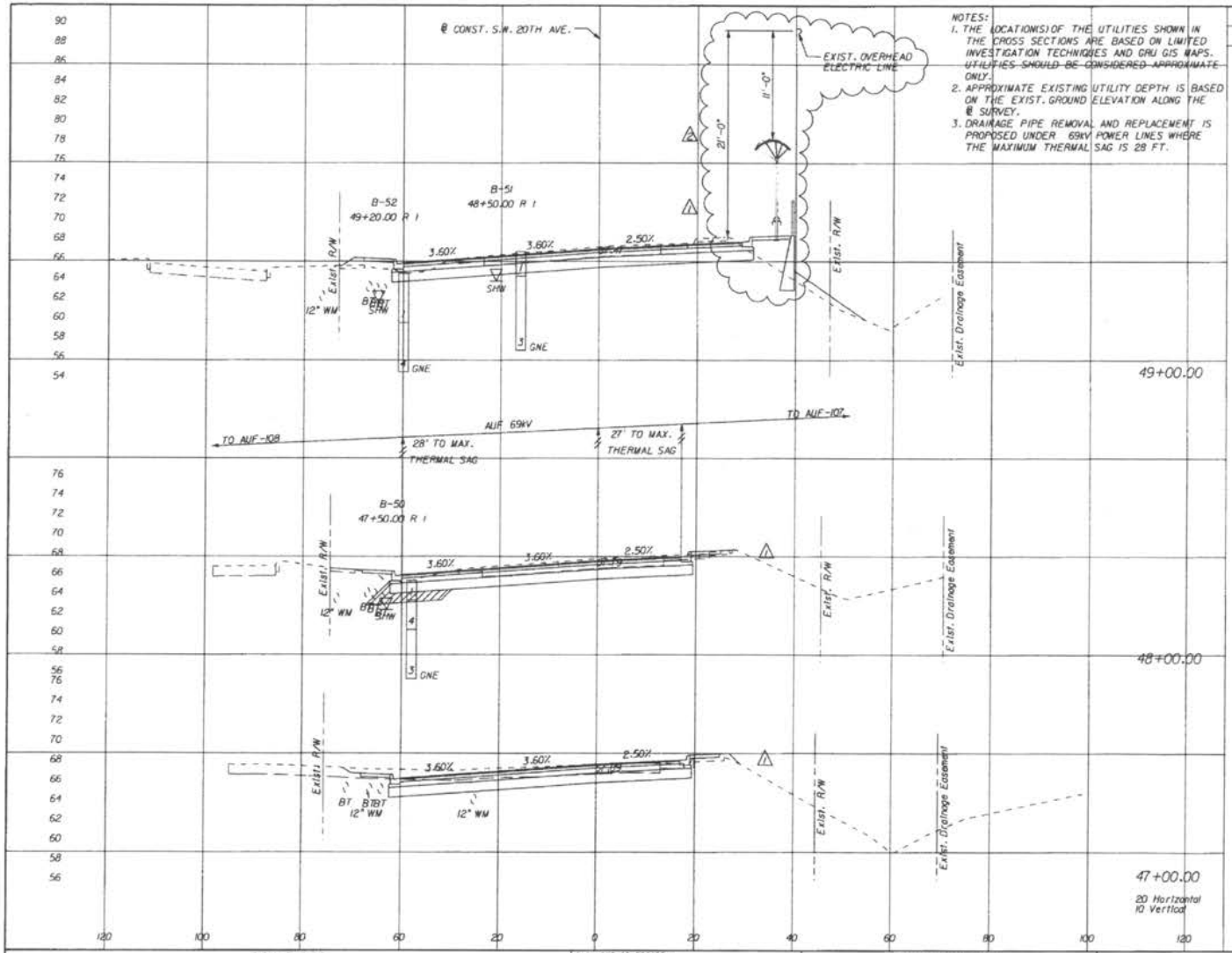
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

CROSS SECTIONS
S.W. 20TH AVE.

SHEET NO. 68

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



NOTES:
1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE CROSS SECTIONS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND GRU GIS MAPS. UTILITIES SHOULD BE CONSIDERED APPROXIMATE ONLY.
2. APPROXIMATE EXISTING UTILITY DEPTH IS BASED ON THE EXIST. GROUND ELEVATION ALONG THE @ SURVEY.
3. DRAINAGE PIPE REMOVAL AND REPLACEMENT IS PROPOSED UNDER 69KV POWER LINES WHERE THE MAXIMUM THERMAL SAG IS 28 FT.

	Subsoil Exc.		Regular Exc.		Embankment	
	A	V	A	V	A	V
49+00.00	0.0		2.2		12.9	
		1		4		37
48+00.00	17.4		0.1		2.2	
		32		1		18
47+00.00	0.0		0.0		0.8	
		0		0		0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 REVISED CROSS SECTIONS		
12/03/10	2 REVISED CROSS SECTIONS		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 60096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO: 8500

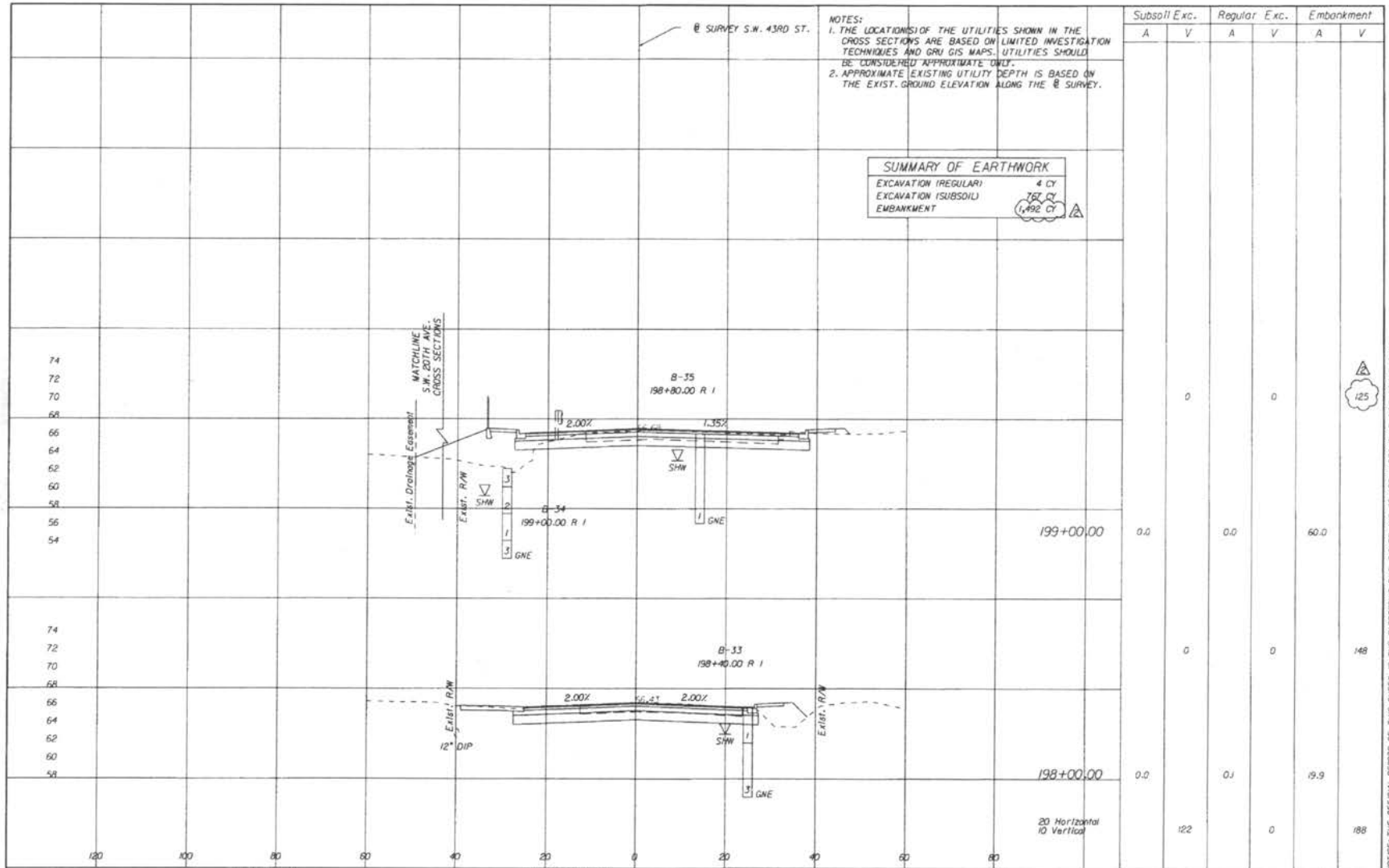
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

CROSS SECTIONS
S.W. 20TH AVE.

SHEET NO. 69

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



	Subsoil Exc.		Regular Exc.		Embankment	
	A	V	A	V	A	V
						125
199+00.00	0.0	0	0.0	0	60.0	
						148
198+00.00	0.0	0	0.0	0	19.9	
20 Horizontal 10 Vertical		122		0		188

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 REVISED EARTHWORK		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 6500

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

CROSS SECTIONS
S.W. 43RD ST.

SHEET NO. 73

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

TRAFFIC CONTROL NOTES:

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, 2010 EDITION (ENGLISH), INDEX 600 SERIES, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2010) AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

2. MOT DESIGN SPEED SHALL BE 30 M.P.H.

3. NO LANE CLOSURES ARE PERMITTED DURING NON-WORK PERIODS ON ANY ROADWAY OR ON WEEKENDS WHEN THE UNIVERSITY OF FLORIDA HAS A HOME FOOTBALL GAME BEGINNING AT 12:00 MIDNIGHT AND LASTING FOR A PERIOD OF 24 HOURS. IF ANY LANES ARE CLOSED DURING ANY PERIOD, THE CONTRACTOR SHALL BE PRESENT TO MAINTAIN TRAFFIC. ALL LANE CLOSURES SHALL BE APPROVED BY THE PROJECT ENGINEER.

4. ALL LANE CLOSURES SHALL BE REPORTED TO THE COUNTY PROJECT MANAGER AND PUBLIC WORKS AT (352) 374-5245 AT LEAST 48 HOURS PRIOR TO ANY PLANNED CLOSURES.

5. UNLESS WRITTEN AUTHORIZATION IS OBTAINED FROM THE COUNTY ENGINEER, CHANGES IN TRAFFIC ROUTING WILL BE ACCOMPLISHED DURING OFF PEAK HOURS. MAJOR TRAFFIC SHIFTS, INTERMITTENT CLOSURES OR OTHER DETOURS SHALL BE PLANNED WITH NOTICE GIVEN AT LEAST TWO WEEKS IN ADVANCE IN ORDER TO PROVIDE ADEQUATE NOTICE TO THE TRAVELING PUBLIC. DURING PERIODS OF MAJOR SHIFTS OR CLOSURES, THE CONTRACTOR SHALL PROVIDE ADEQUATE CREW FOR INSTALLATION, MAINTENANCE, AND REMOVAL OF TRAFFIC CONTROL DEVICES (I.E., BARRICADES, SIGNS, ARROW PANELS, VMS'S, ETC.) THIS CREW SHALL CONSIST OF AT LEAST THREE MEMBERS OF THE CONTRACTOR'S WORK FORCE, ONE OF WHICH IS NOT CERTIFIED, WHOSE RESPONSIBILITY WILL BE MAINTENANCE OF TRAFFIC CONTROL. THE CONTRACTOR SHALL FURNISH A WORK VEHICLE TO AID IN MAINTAINING THE TRAFFIC CONTROL DEVICES.

6. THE CONTRACTOR SHALL OPEN ALL TRAFFIC LANES IN THE EVENT OF AN EMERGENCY OR IF THE LANE CLOSURE CAUSES A DRIVER DELAY GREATER THAN 20 MINUTES, UNTIL THE TRAFFIC IS RETURNED TO AN ACCEPTABLE FLOW AS DETERMINED BY THE ENGINEER.

7. ALL EXISTING SIGNS THAT ARE AFFECTED BY THE PROJECT SHALL BE RELOCATED AND MAINTAINED BY THE CONTRACTOR AT ALL TIMES FOR THE DURATION OF THE PROJECT. CONFLICTING EXISTING REGULATORY SIGNS ARE TO BE REMOVED OR COVERED. SIGNS THAT ARE REMOVED SHALL BE REINSTALLED ONCE THE CONFLICT IS RESOLVED.

8. POSITIVE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE THE NECESSARY TEMPORARY DRAINAGE, INCLUDING INLETS, COLLARS AND PLUGS AS NEEDED TO FACILITATE DRAINAGE OF THE PROJECT WITHIN THE RIGHT-OF-WAY, AS APPROVED BY THE ENGINEER DURING CONSTRUCTION.

9. ALL NECESSARY DRAINAGE FACILITIES SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF ANY TRIBUTARY IMPROVEMENTS.

10. ACCESS TO THE CITY OF GAINESVILLE FIRE/RESCUE STATION ON S.W. 43RD ST. SHALL BE MAINTAINED AT ALL TIMES.

11. ARROWS SHOWN ON THE PLANS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT INDICATE PAVEMENT MARKINGS.

12. THIS TRAFFIC CONTROL PLAN IS NOT A SEQUENCE OF CONSTRUCTION. ONLY THOSE WORK ACTIVITIES AFFECTING EXISTING OR INTERIM TRAFFIC PATTERNS ARE ADDRESSED.

13. EXISTING LIGHTING WITHIN THE PROJECT LIMITS SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION.

14. THIS MOT PLAN IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND MAY BE MODIFIED IF THE APPLICABLE MOT REQUIREMENTS ARE MET IN ACCORDANCE WITH THE FDOT STANDARD INDEX.

15. TEMPORARY BARRIER WALL IS SHOWN FOR INFORMATION PURPOSES ONLY. IF THE CONTRACTOR PROPOSES TO USE TEMPORARY BARRIER WALL, A DETAILED PLAN MEETING THE REQUIREMENTS OF THE FDOT STANDARD INDEX SHALL BE SUBMITTED AND APPROVAL SHALL BE OBTAINED FROM THE PROJECT ENGINEER PRIOR TO INSTALLATION.

16. PORTABLE CHANGEABLE VARIABLE MESSAGE (PCVM) SIGNS SHALL BE USED TO INFORM THE MOTORIST OF UPCOMING LANE CLOSURES AND LANE SHIFTS. PCVM SIGNS SHALL BE INSTALLED AT THE COMMENCEMENT OF CONSTRUCTION AND SHALL DISPLAY MESSAGES AS SHOWN ON THE TRAFFIC CONTROL PLAN ADVANCE SIGNING PLAN SHEET. PCVM SIGNS SHALL BE UTILIZED FOR ALL NIGHT CONSTRUCTION. ALL COSTS FOR THE PCVM SIGNS SHALL BE PAID UNDER PAY ITEM 102-99, CHANGEABLE VARIABLE MESSAGE SIGN (TEMPORARY), ED.

17. LANE CLOSURES SHALL ONLY BE ALLOWED DURING THE HOURS OF 7 P.M. ON FRIDAY THROUGH 5 A.M. ON MONDAY.

18. BICYCLE AND PEDESTRIAN ACCESS SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE THE NECESSARY ADA COMPLIANT FACILITIES TO FACILITATE BICYCLE AND PEDESTRIAN ACCESS WITHIN THE PROJECT LIMITS AS APPROVED BY THE ENGINEER DURING CONSTRUCTION.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 REVISED NOTE 1, 3 & 15, ADDED NOTES 17 & 18		
12/03/10	2 REVISED NOTE 3		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50098
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8600

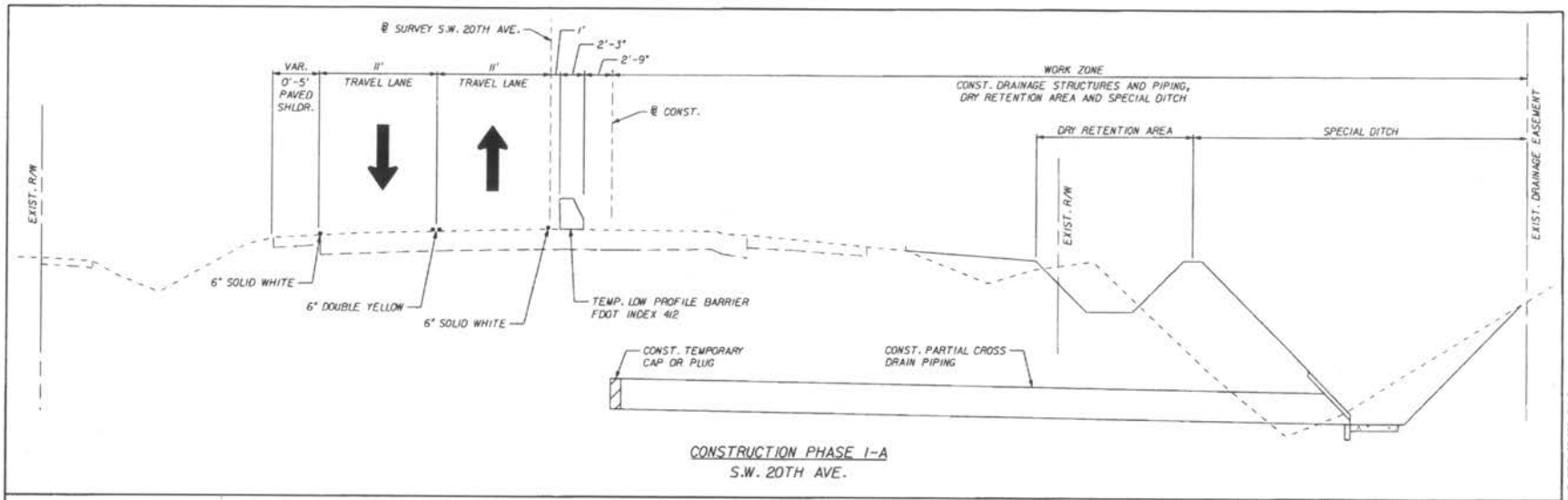
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

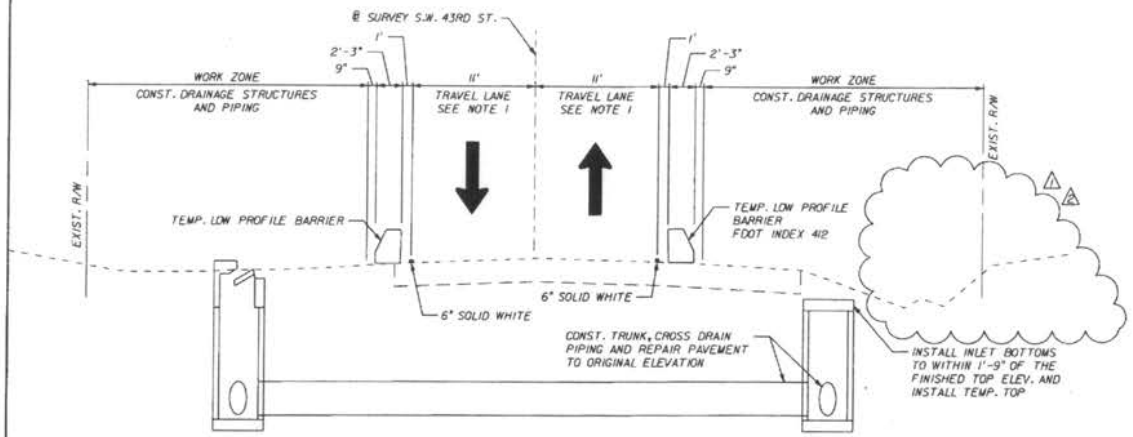
TRAFFIC CONTROL PLAN
GENERAL NOTES

SHEET NO. 79

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G5-23.001, F.A.C.



CONSTRUCTION PHASE I-A
S.W. 20TH AVE.



CONSTRUCTION PHASE I-A
S.W. 43RD ST.

NOTES:
1. REDUCE TRAFFIC FLOW TO ONE-LANE, ONE-WAY WITH THE USE OF A FLAGMAN DURING CROSS DRAIN PIPING CONSTRUCTION AT STA. 193+15.00, STA. 196+00.00 AND STA. 197+79.00. REPAIR PAVEMENT TO ORIGINAL ELEVATION. ONE-WAY OPERATION LIMITED TO OFF-PEAK HOURS ONLY.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 REVISED PHASE I-A TYPICAL		
12/03/10	2 REVISED PHASE I-A TYPICAL		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50095
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8500

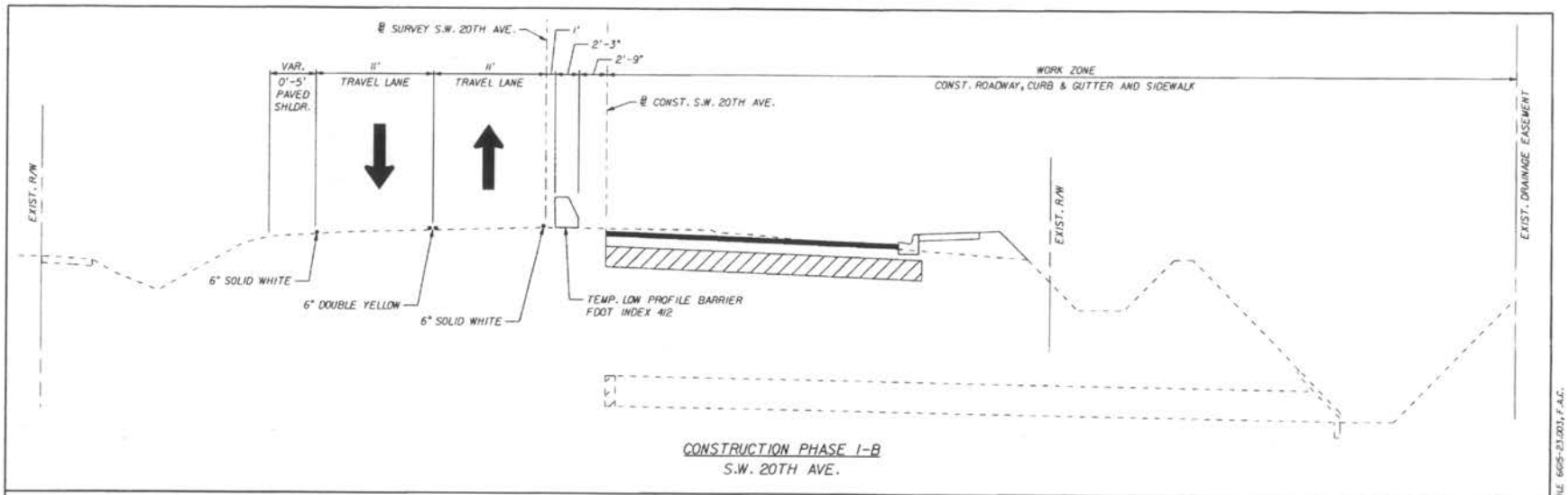
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

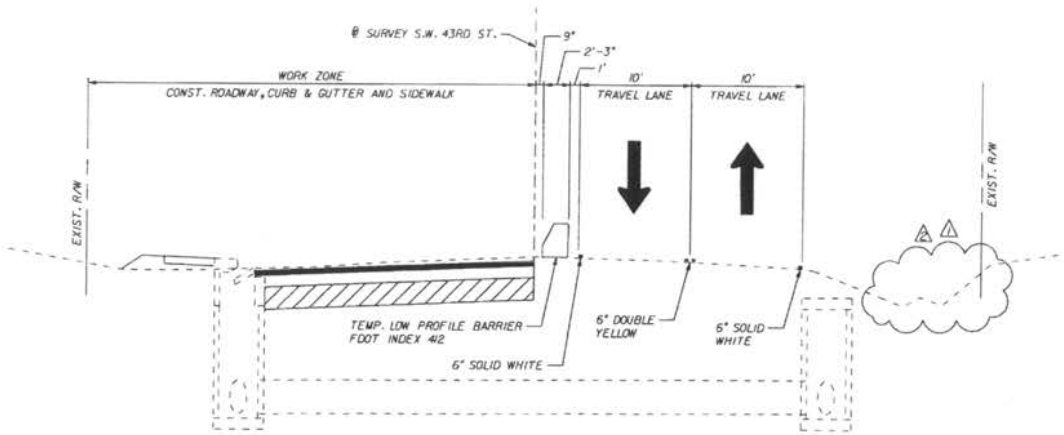
TRAFFIC CONTROL PLAN
TYPICAL SECTIONS

SHEET NO. 81

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



CONSTRUCTION PHASE 1-B
S.W. 20TH AVE.



CONSTRUCTION PHASE 1-B
S.W. 43RD ST.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 REVISED PHASE 1-B TYPICAL		
12/03/10	2 REVISED PHASE 1-B TYPICAL		

ENGINEER OF RECORD:
TERRELL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8600

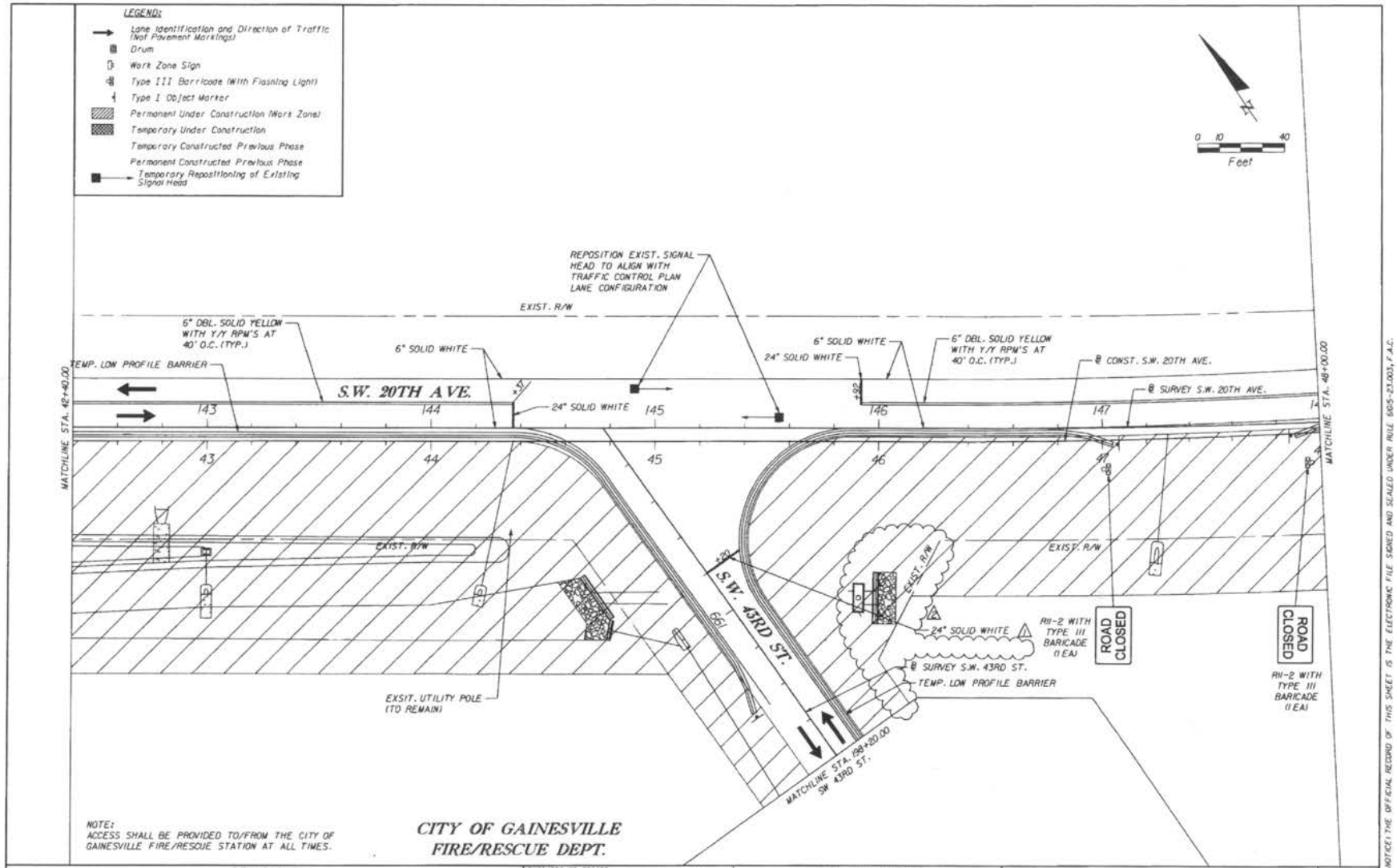
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN
TYPICAL SECTIONS

SHEET NO. 82

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 ADDED TEMP. SIDEWALK		
12/03/10	2 REVISED RIGHT-OF-WAY, REVISED WORK AREA, ADDED DRAINAGE STRUCTURES, REMOVED TEMP. SIDEWALK		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50066
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8500

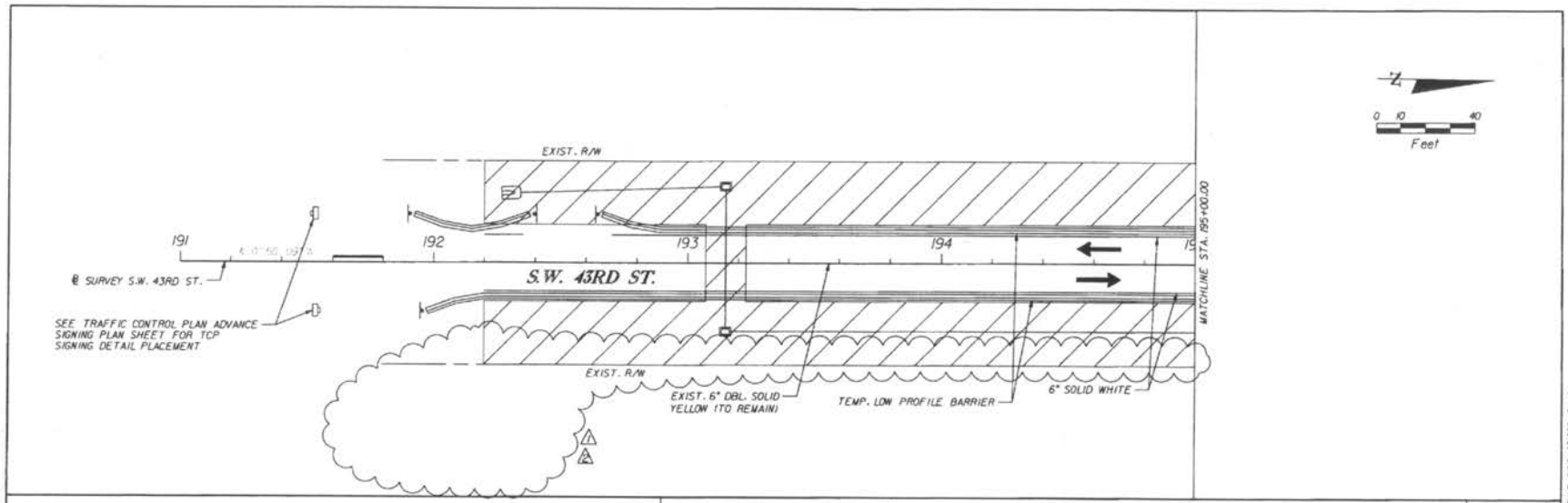
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

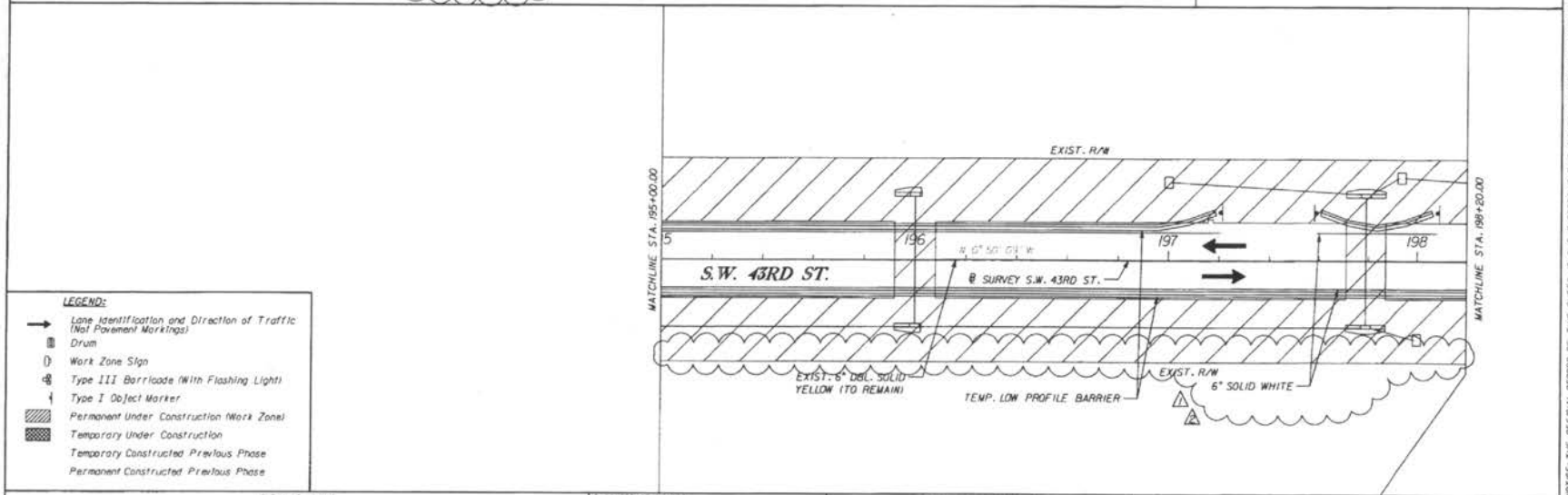
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN
PHASE 1-A

SHEET NO. 89

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 ADDED TEMP. SIDEWALK		
12/03/10	2 REMOVED TEMP. SIDEWALK		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 SONNEVAL ROAD, SUITE 500
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8600

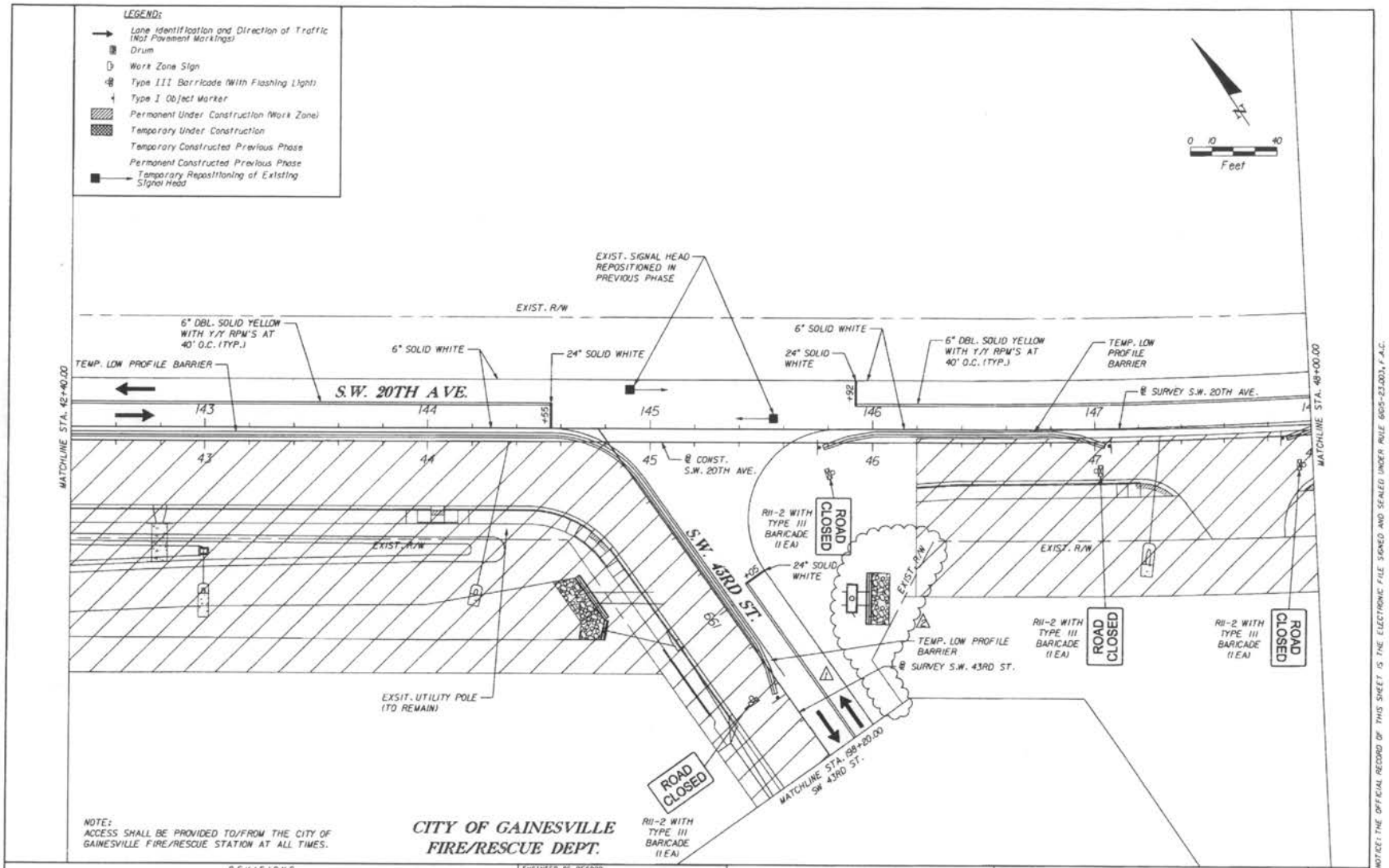
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN
PHASE 1-A

SHEET NO. 91

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.001, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 ADDED TEMP. SIDEWALK		
12/03/10	2 REVISED RIGHT-OF-WAY, REVISED WORK AREA, ADDED DRAINAGE STRUCTURES REMOVED TEMP. SIDEWALK		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 298-0207
CA NO.: 8600

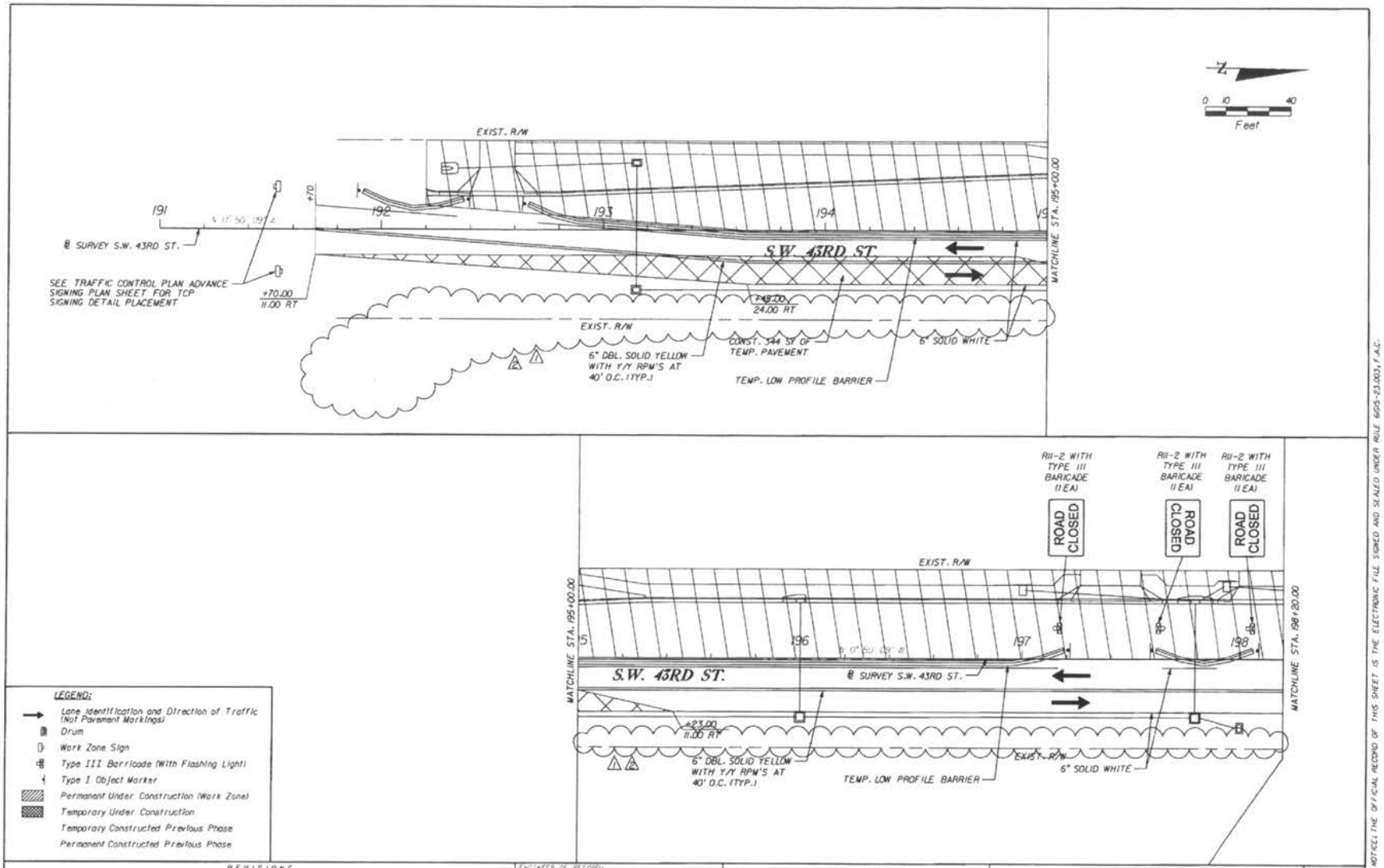
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN
PHASE 1-B

SHEET NO. 93

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



LEGEND:

- Lane Identification and Direction of Traffic (Not Pavement Markings)
- Drum
- Work Zone Sign
- Type III Barricade (With Flashing Light)
- Type I Object Marker
- Permanent Under Construction (Work Zone)
- Temporary Under Construction
- Temporary Constructed Previous Phase
- Permanent Constructed Previous Phase

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 ADDED TEMP. SIDEWALK		
12/03/10	2 REMOVED TEMP. SIDEWALK		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 268-0207
CA NO. 8600

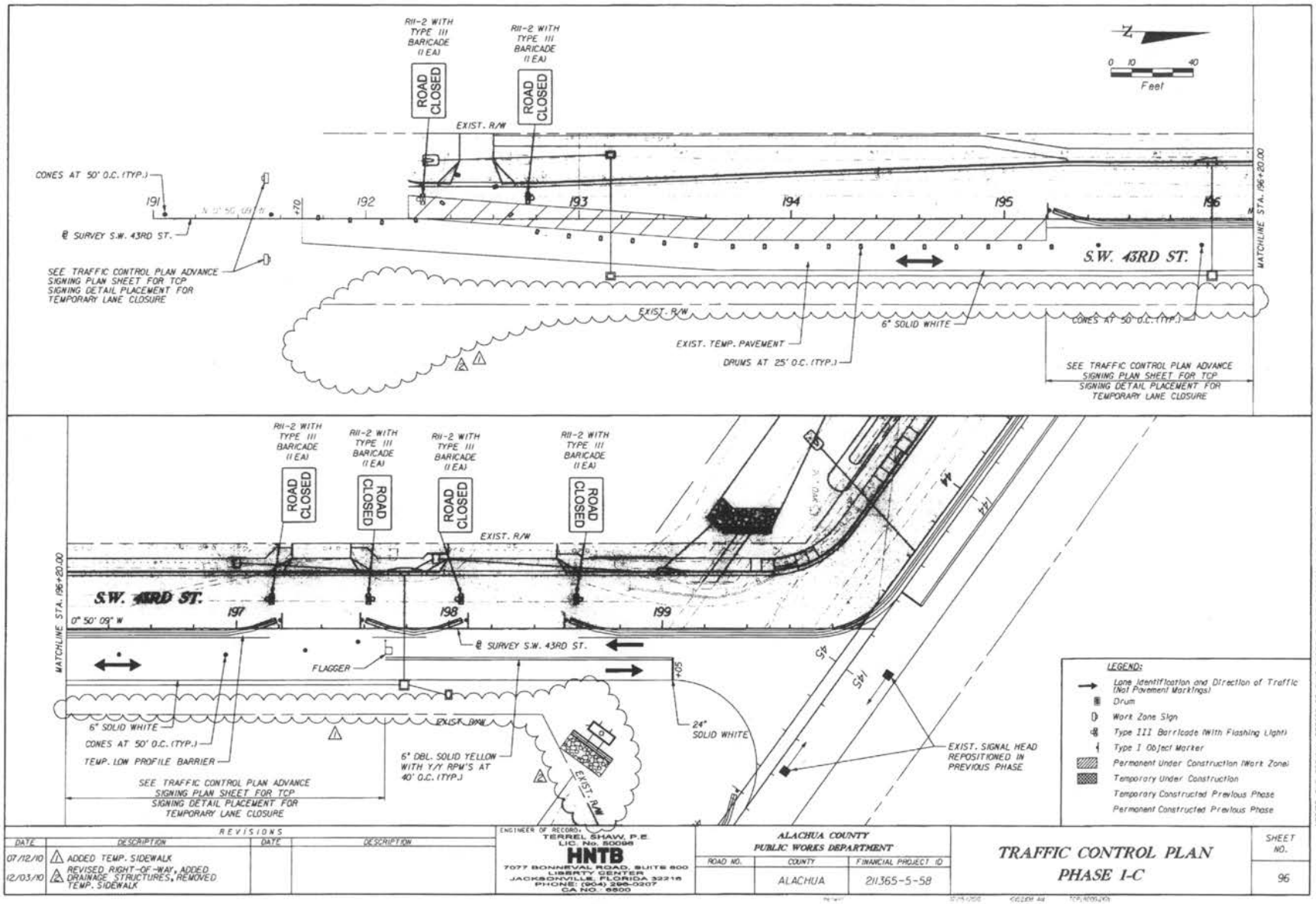
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN
PHASE 1-B

SHEET NO. 95

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 ADDED TEMP. SIDEWALK		
12/03/10	2 REVISED RIGHT-OF-WAY, ADDED DRAINAGE STRUCTURES, REMOVED TEMP. SIDEWALK		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8600

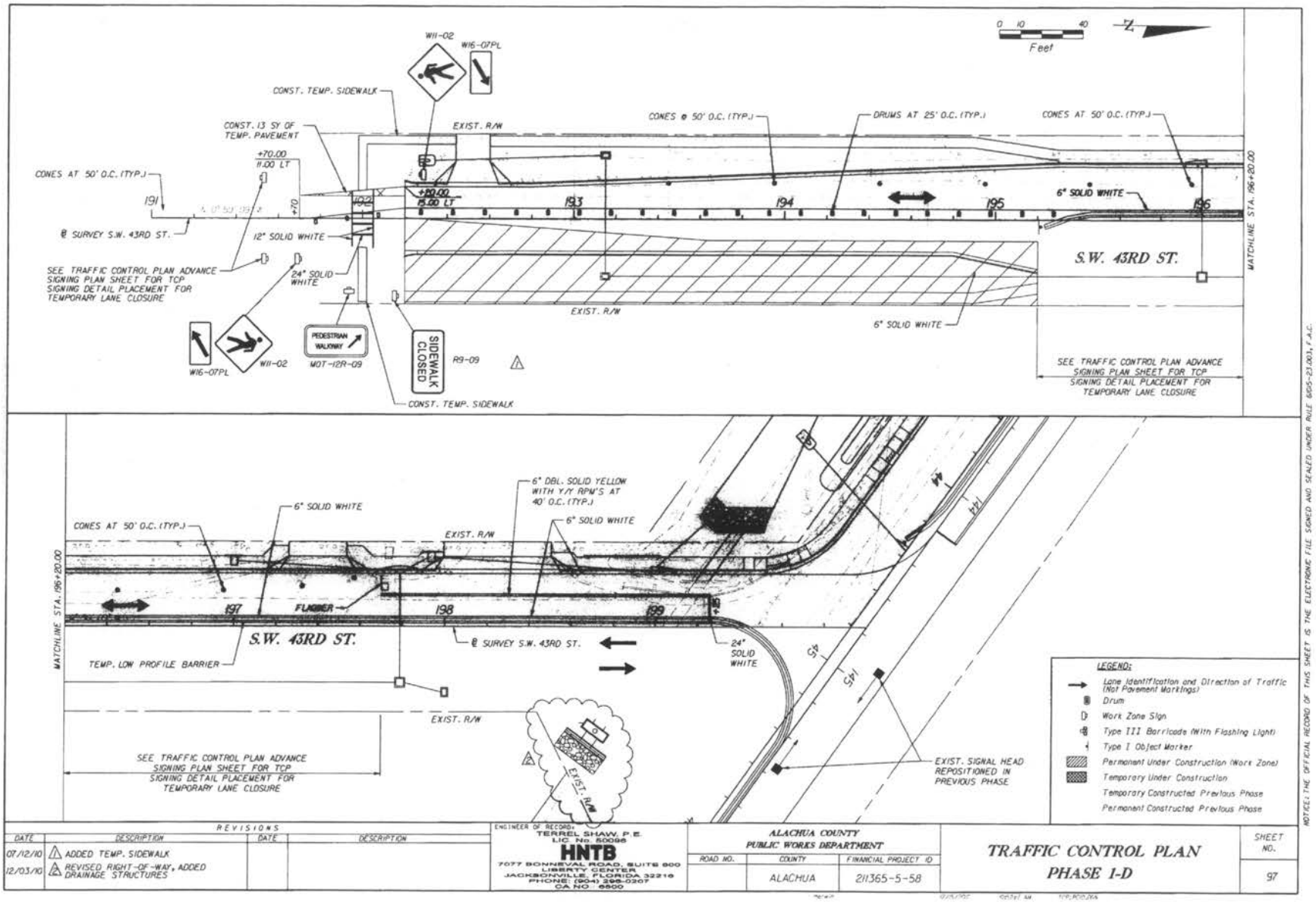
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN PHASE 1-C

SHEET NO. 96

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	⚠ ADDED TEMP. SIDEWALK		
12/03/10	⚠ REVISED RIGHT-OF-WAY, ADDED DRAINAGE STRUCTURES		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO: 6600

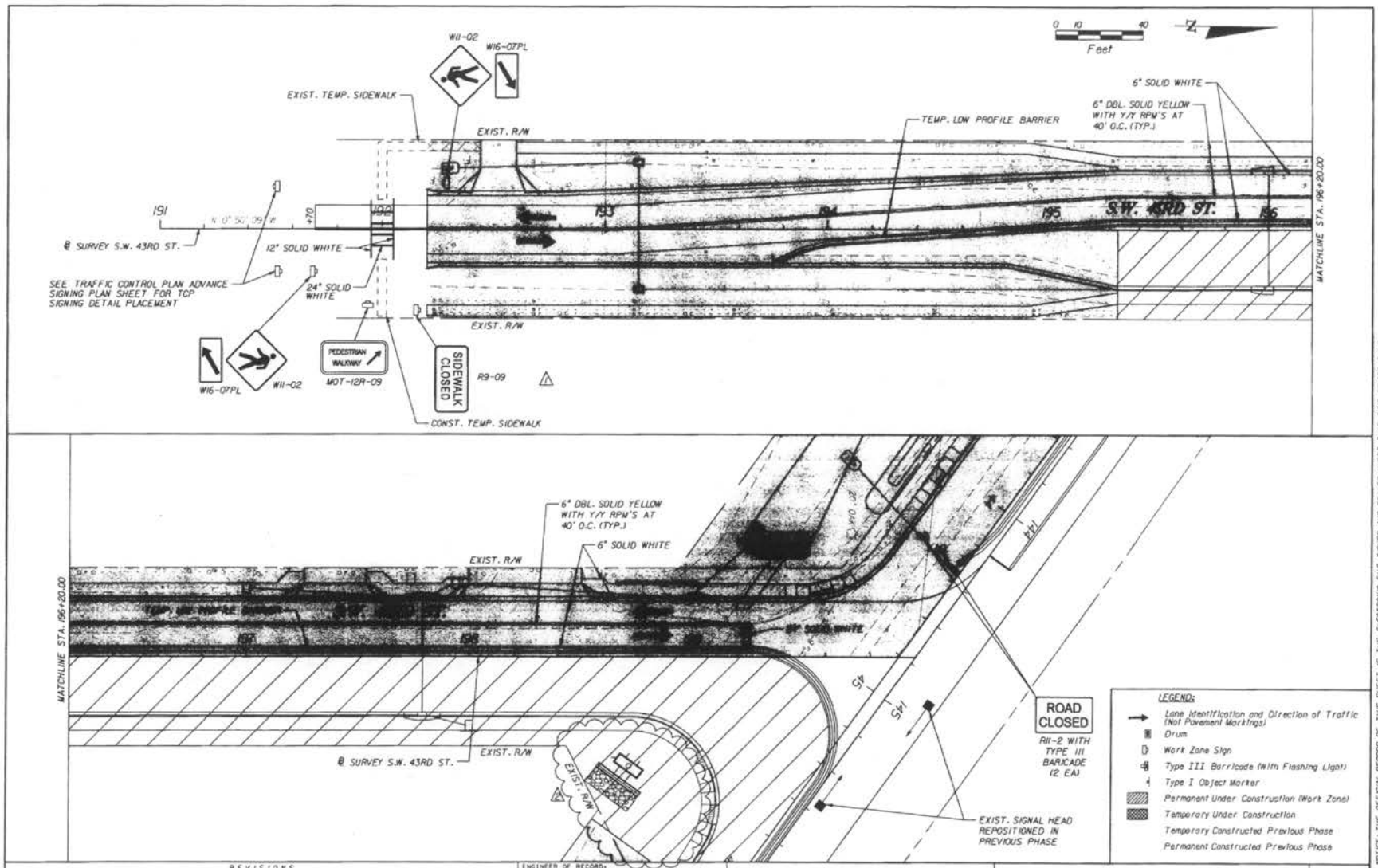
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN
PHASE 1-D

SHEET NO. 97

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 ADDED TEMP. SIDEWALK		
12/03/10	2 REVISED RIGHT-OF-WAY, ADDED DRAINAGE STRUCTURES		

ENGINEER OF RECORD:
TERRELL SHAW, P.E.
LIC. No. 50095
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8600

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

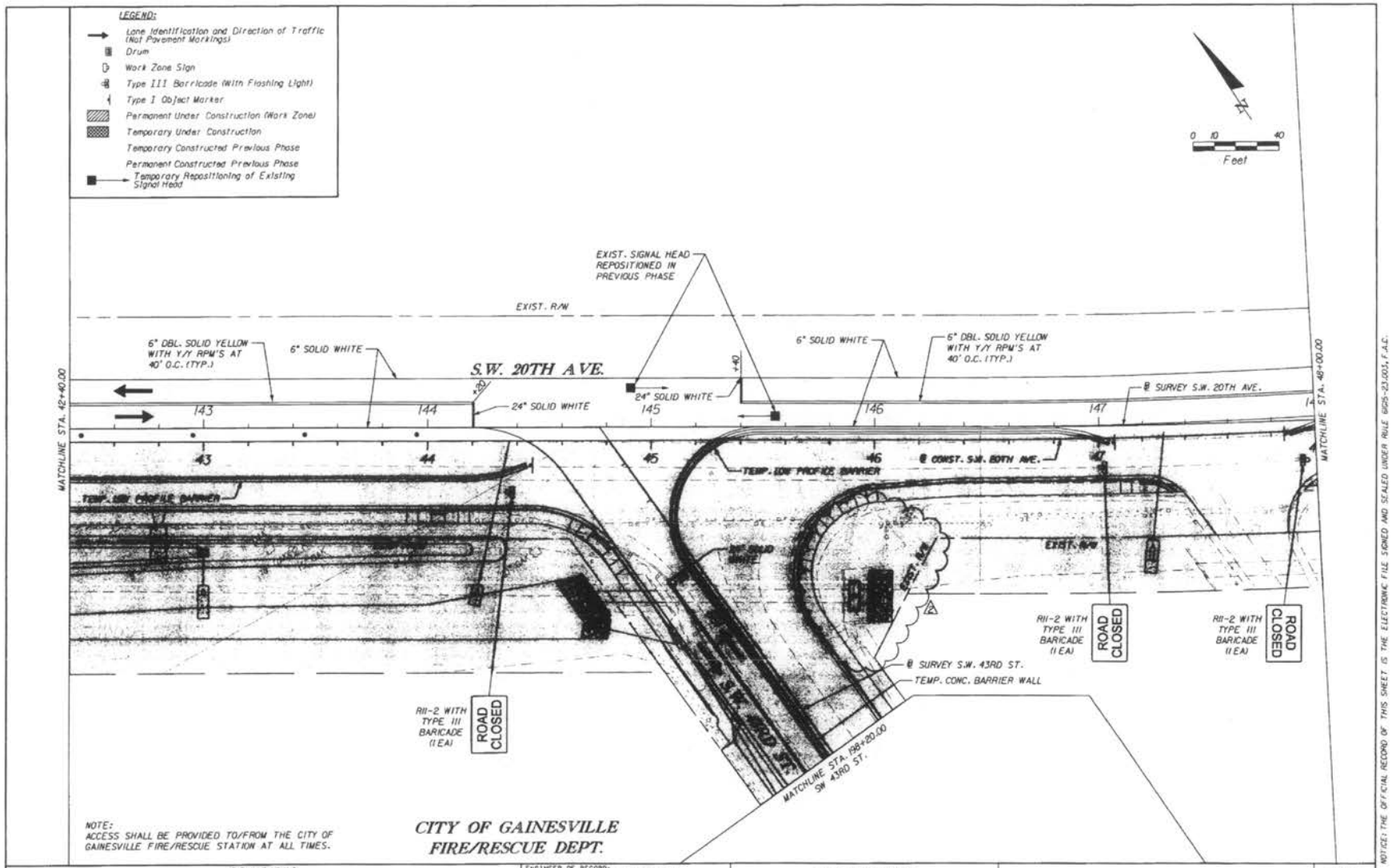
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN PHASE I-E

SHEET NO. 98

12/15/2010 09:25:15 AM TTP1ADD.DGN

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



NOTE:
ACCESS SHALL BE PROVIDED TO/FROM THE CITY OF GAINESVILLE FIRE/RESCUE STATION AT ALL TIMES.

CITY OF GAINESVILLE
FIRE/RESCUE DEPT.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED GRAVITY WALL & TRAFFIC RAILING, ADDED DRAINAGE STRUCTURES, REVISED RIGHT-OF-WAY		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50065
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8600

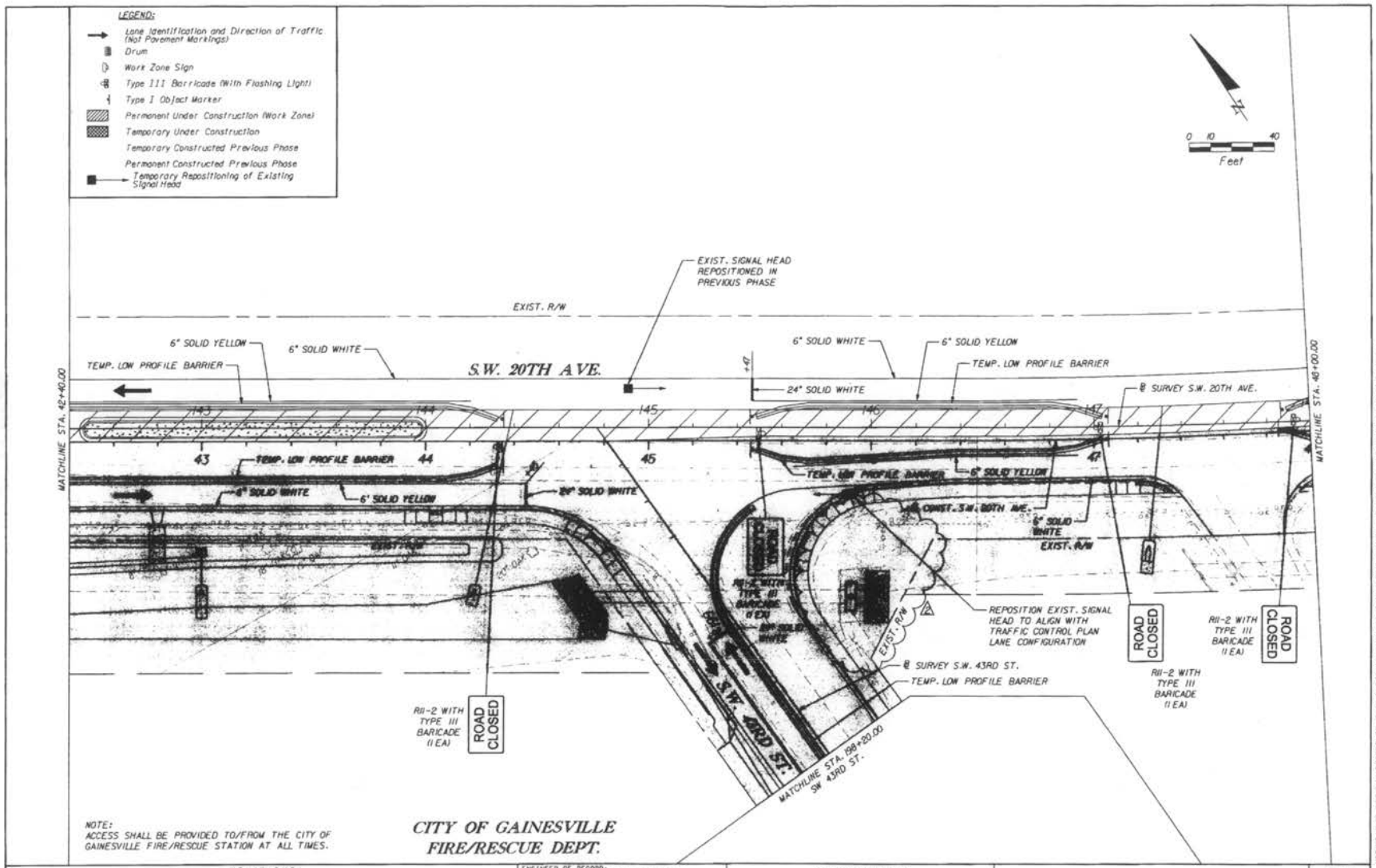
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN
PHASE 2-A

SHEET NO. 100

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



NOTE:
ACCESS SHALL BE PROVIDED TO/FROM THE CITY OF GAINESVILLE FIRE/RESCUE STATION AT ALL TIMES.

CITY OF GAINESVILLE FIRE/RESCUE DEPT.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED GRAVITY WALL & TRAFFIC RAILING, ADDED DRAINAGE STRUCTURES, REVISED RIGHT-OF-WAY		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 6800

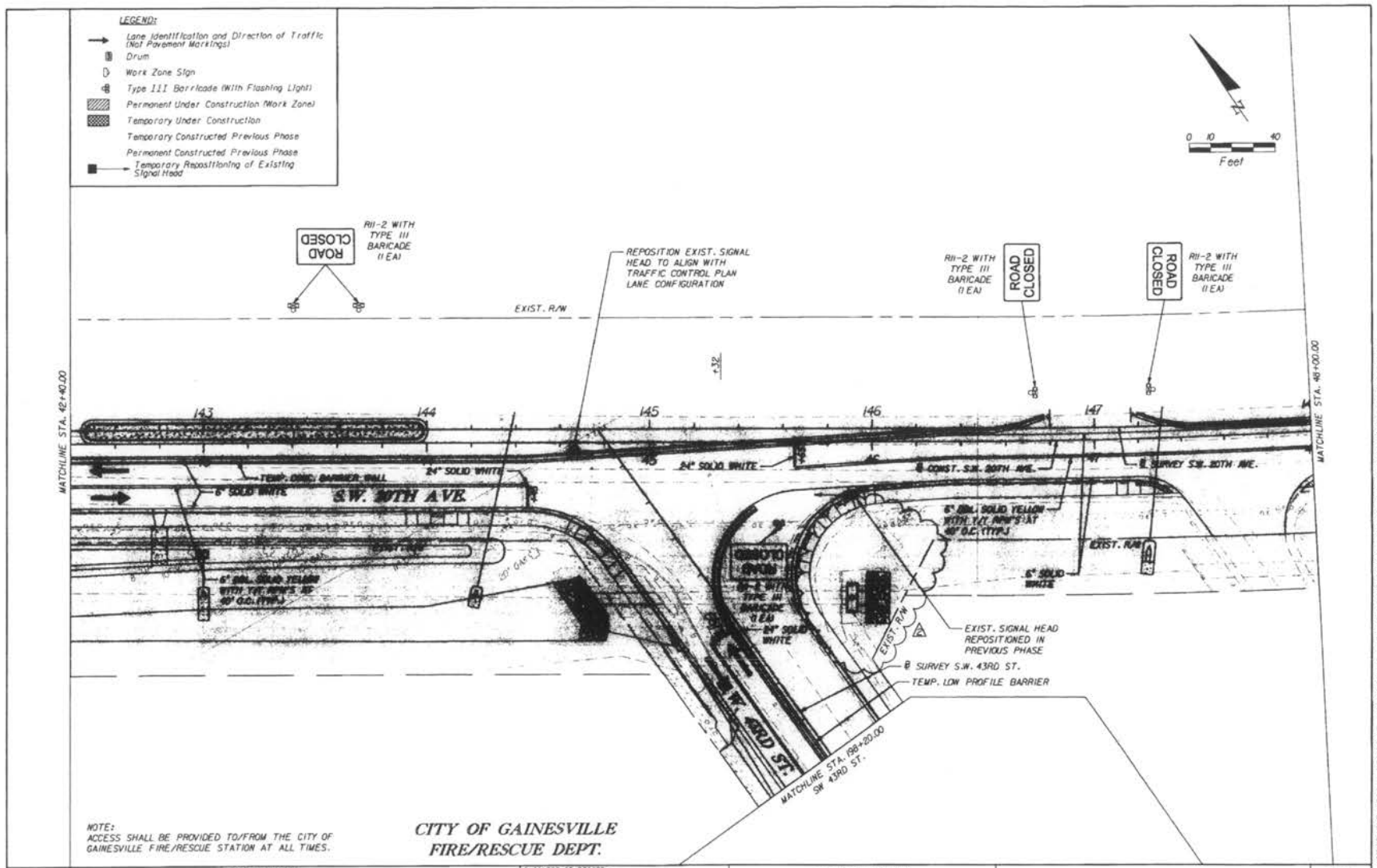
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN PHASE 2-B

SHEET NO. 103

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



NOTE:
ACCESS SHALL BE PROVIDED TO/FROM THE CITY OF GAINESVILLE FIRE/RESCUE STATION AT ALL TIMES.

CITY OF GAINESVILLE FIRE/RESCUE DEPT.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED GRAVITY WALL & TRAFFIC RAILING, ADDED DRAINAGE STRUCTURES, REVISED RIGHT-OF-WAY		

ENGINEER OF RECORD:
TERREL SHAW, P.E
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE (904) 296-0207
CA NO.: 8500

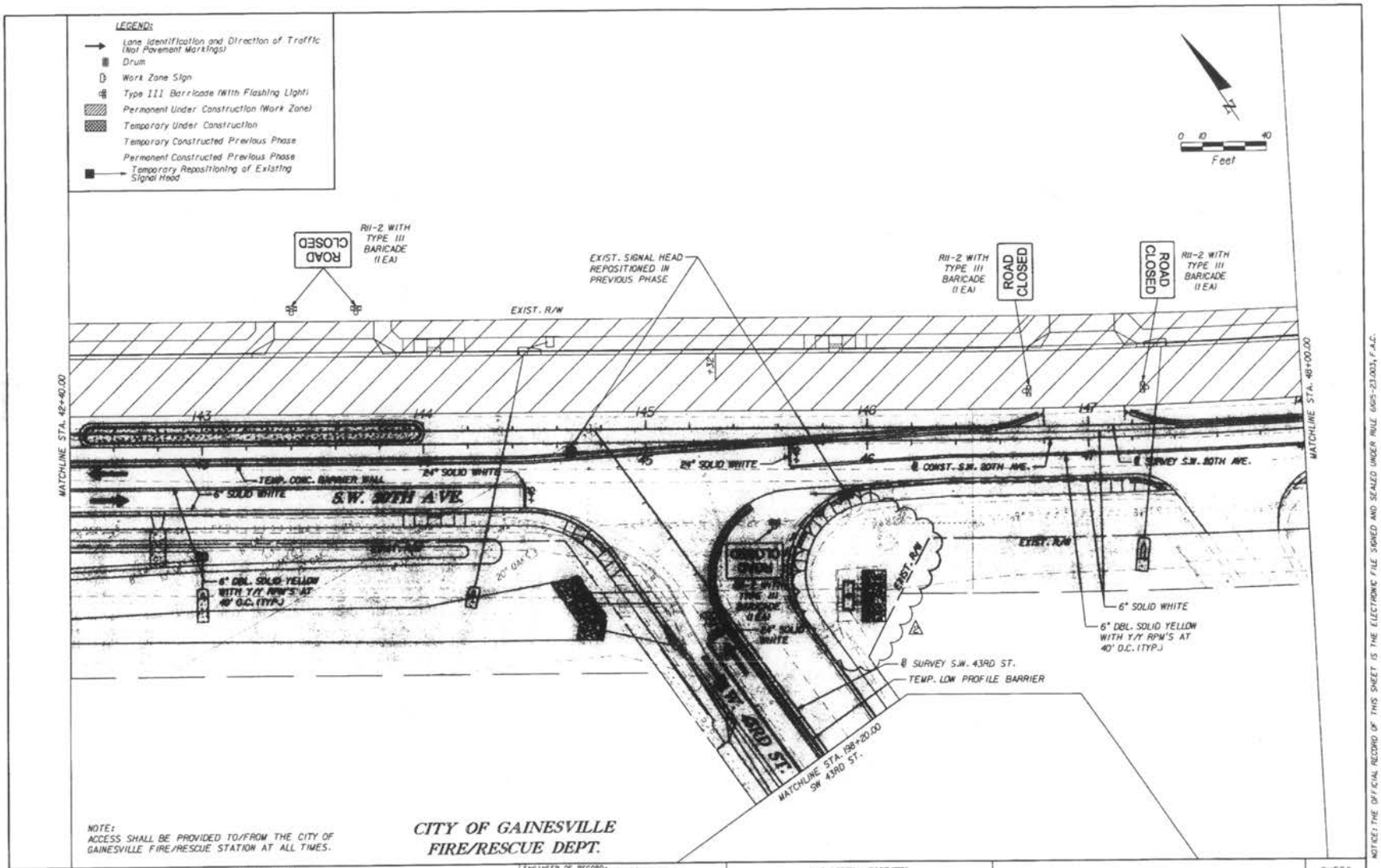
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN PHASE 2-C

SHEET NO. 106

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED GRAVITY WALL & TRAFFIC RAILING, ADDED DRAINAGE STRUCTURES, REVISED RIGHT-OF-WAY		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50069
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8600

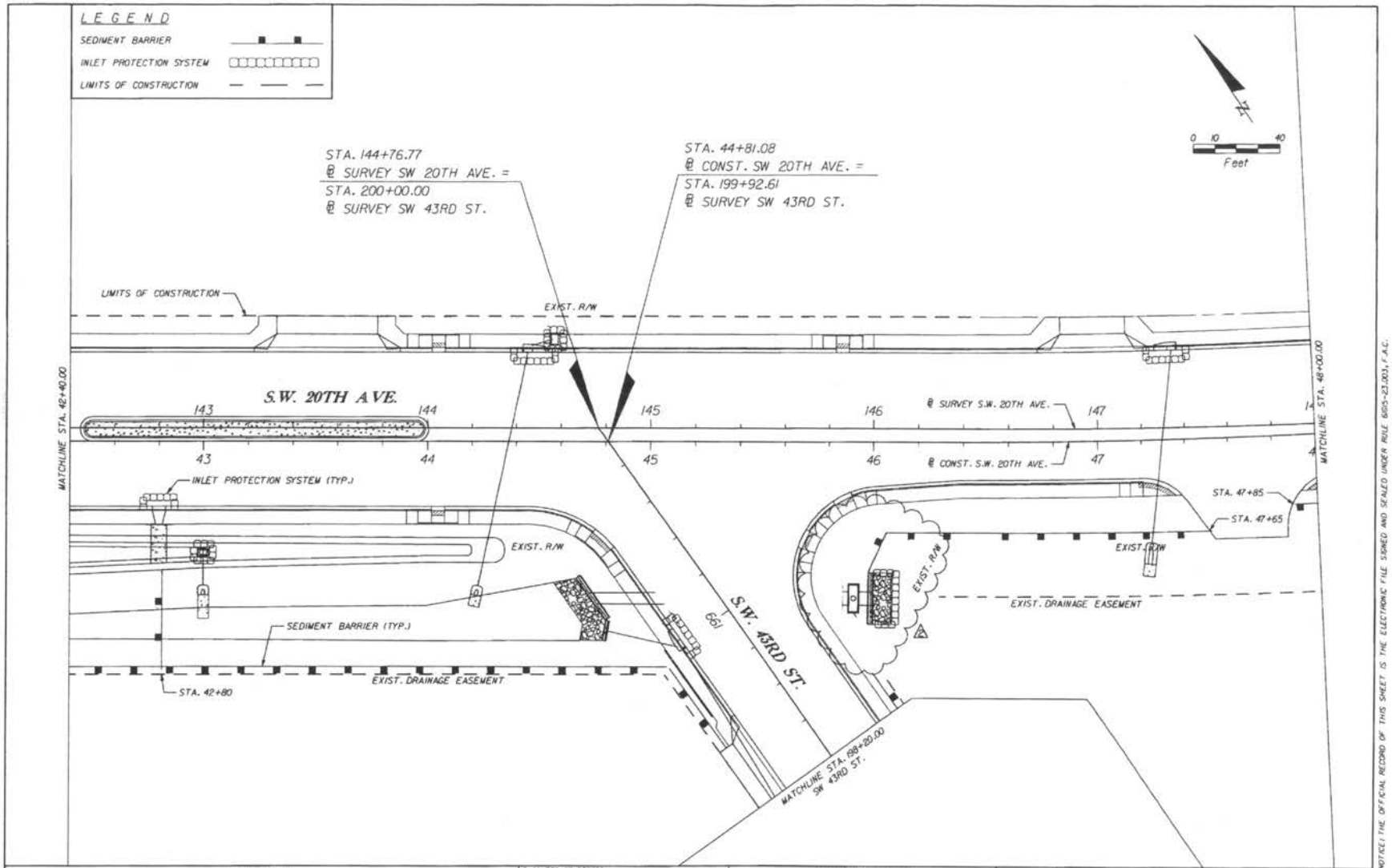
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN
PHASE 2-D

SHEET NO. 109

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED GRAVITY WALL & TRAFFIC RAILING, ADDED DRAINAGE STRUCTURES, REVISED RIGHT-OF-WAY		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50066
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8600

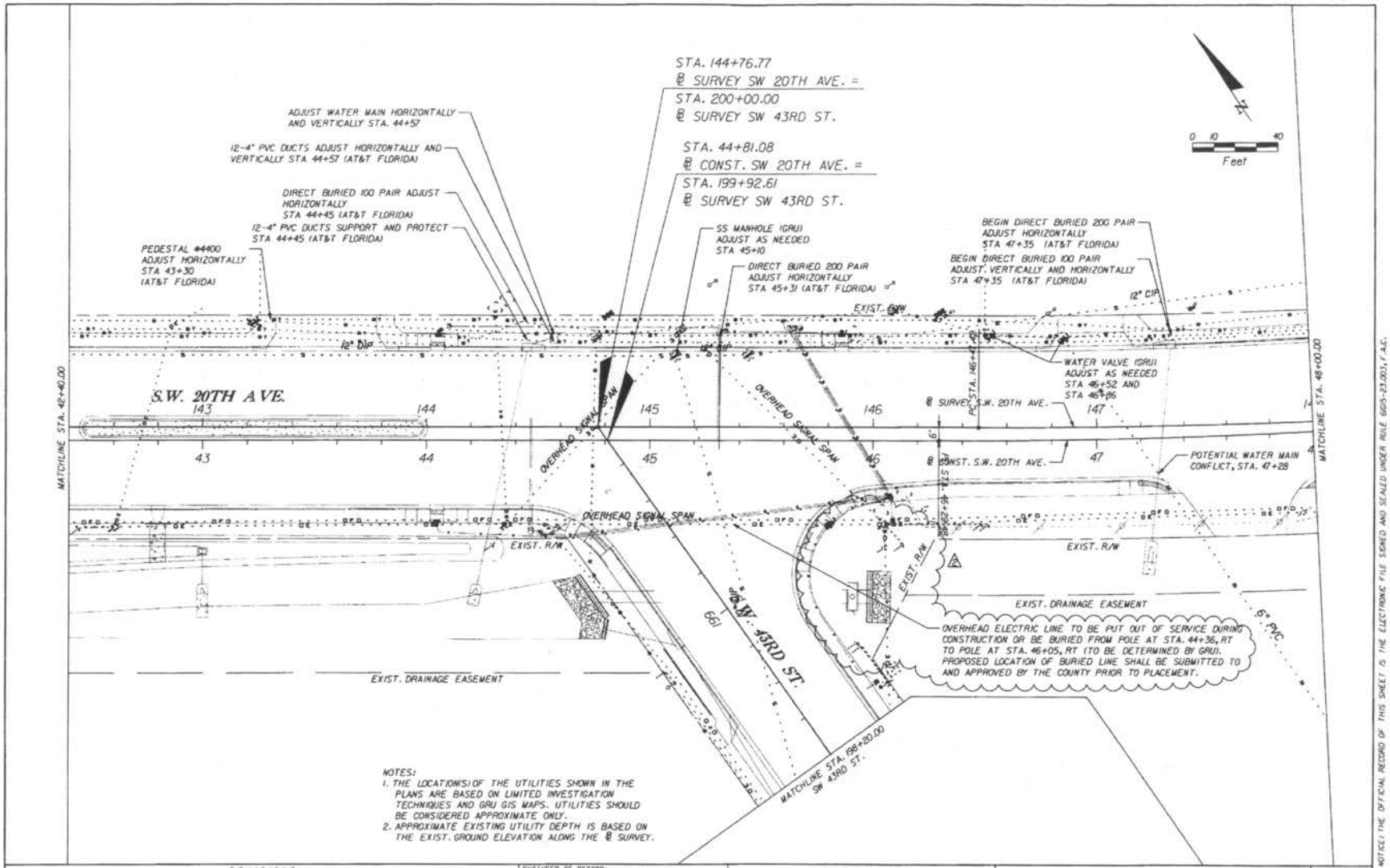
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

EROSION CONTROL PLAN

SHEET NO. 113

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



NOTES:
1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND GRU GIS MAPS. UTILITIES SHOULD BE CONSIDERED APPROXIMATE ONLY.
2. APPROXIMATE EXISTING UTILITY DEPTH IS BASED ON THE EXIST. GROUND ELEVATION ALONG THE ℄ SURVEY.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 ADDED OVERHEAD ELECTRIC NOTE, REMOVED GRAVITY WALL & TRAFFIC RAILING, ADDED DRAINAGE STRUCTURES, REVISED RIGHT-OF-WAY		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 800
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 288-0207
CA NO.: 6800

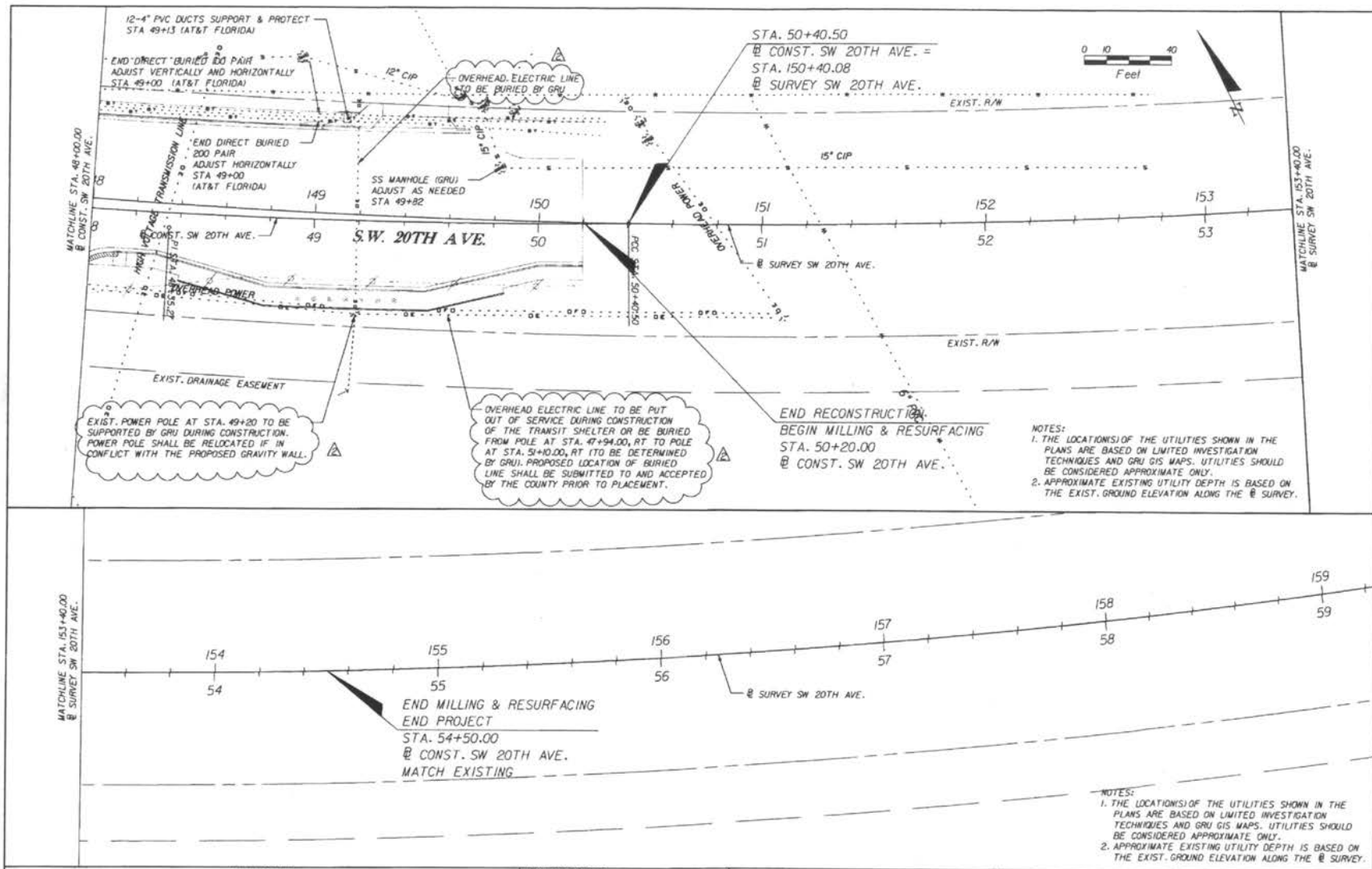
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

UTILITY ADJUSTMENT SHEET

SHEET NO. 117

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 ADDED OVERHEAD ELECTRIC NOTES		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50066
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 6600

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

UTILITY ADJUSTMENT SHEET

SHEET NO. 118

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

SIGNAL HEAD DETAILS

3-SECT., 1-WAY	3-SECT., 1-WAY	3-SECT., 1-WAY	5-SECT., 1-WAY	PED. SIGNAL COUNT-DOWN 1-SECT., 1-WAY	PED. SIGNAL COUNT-DOWN 1-SECT., 2-WAY
3 AS	2 AS	1 AS	1 AS	4 AS	1 AS
650-51-311	650-51-311	650-51-311	650-51-511	653-191	653-192
659-101	659-101	659-101	659-118		
3 EA	2 EA	1 EA	1 EA		

NOTES:

1. THE MAJOR STREET IS SW 20TH AVENUE (MOVEMENTS 2 & 6). THE SPEED LIMIT ON SW 20TH AVENUE IS 35 MPH. THE MINOR STREET IS SW 43RD STREET.
2. DURING TRAFFIC SIGNAL FLASHING OPERATION, MOVEMENTS 2 & 6 SHALL FLASH YELLOW, WHILE ALL OTHER MOVEMENTS SHALL FLASH RED.
3. NO LANE CLOSURES FROM 7:00 AM TO 7:00 PM WEEKDAYS AND FOOTBALL FRIDAYS. THE CONTRACTOR MAY REQUEST APPROVAL FROM PHILIP MANN, (352) 334-5074, CITY OF GAINESVILLE TO WORK DURING THESE HOURS.
4. THE INTERSECTION SHALL BE WIRED FOR FUTURE CONFIGURATION WHICH INCLUDES FUTURE SIGNAL HEADS, OPTICOM AND VIDEO DETECTION AS SHOWN IN THE PLANS. THE COST SHALL BE INCLUDED IN PAY ITEM 632-7-1.
5. THE MAST ARMS ARE DESIGNED TO ACCOMMODATE THE FUTURE LOADING TREE.
6. R3-1 BLANK-OUT SIGN SHALL BE ACTIVE WHEN MOVEMENT-5 AND PEDESTRIAN PHASE-P4 ARE ACTIVE.

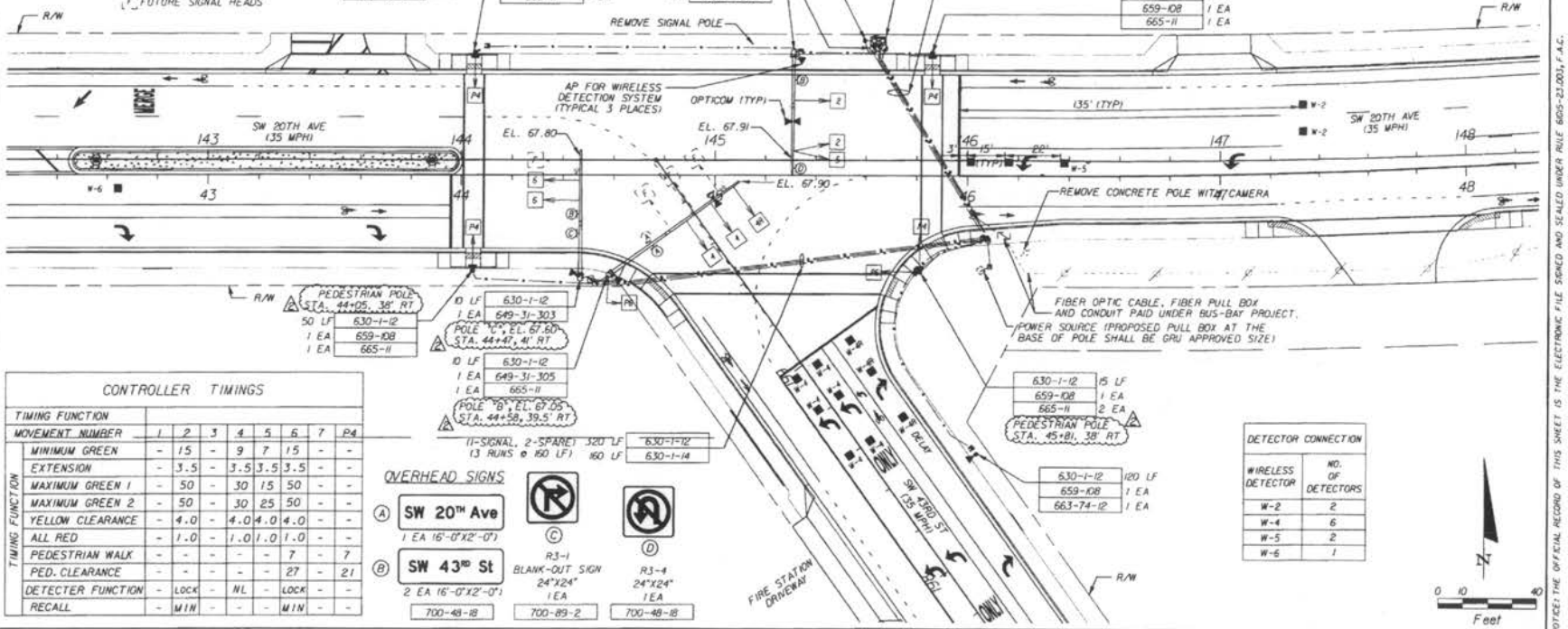
SIGNAL OPERATION PLAN - II (MODIFIED)

PHASE 1 OVL 4R | PHASE 2 | PHASE 3 | PHASE 4

(F) FUTURE SIGNAL HEADS

REMOVAL ITEMS

690-10	10 EA
690-32-1	1 EA
690-33-1	20 LF
690-50	1 EA
690-70	2 EA
690-80	2 EA
690-90	1 PI
700-46-15	3 AS



PEDESTRIAN POLE		
STA. 44+05, 48' LT	630-1-12	125 LF
	659-108	1 EA
	665-11	1 EA

POLE 'A', EL. 66.48		
STA. 45+31, 49' LT	630-1-12	35 LF
	649-31-303	1 EA

45 LF	630-1-12	
1 AS	639-1-22	
3 X 185 LF	639-2-1	
10 EA	635-1-11	

630-1-12	45 LF	
632-7-1	1 PI	
635-1-16	1 EA	
663-74-12	3 EA	
670-5-111	1 AS	
685-128	1 EA	
685-140	1 EA	
786-1-13	1 EA	

630-1-12	285 LF	(1-SIGNAL, 1-SPARE, 1-POWER, 1-FIBER) 14 RUNS @ 95 LF)
630-1-14	95 LF	

PEDESTRIAN POLE		
STA. 45+86, 48' LT	630-1-12	22 LF
	659-108	1 EA
	665-11	1 EA

PEDESTRIAN POLE		
STA. 44+05, 38' RT	630-1-12	10 LF
	649-31-303	1 EA
	630-1-12	50 LF
	659-108	1 EA
	665-11	1 EA

POLE 'C', EL. 67.90		
STA. 44+47, 41' RT	630-1-12	10 LF
	649-31-305	1 EA
	665-11	1 EA

POLE 'B', EL. 67.05		
STA. 44+58, 39.5' RT	630-1-12	320 LF
(1-SIGNAL, 2-SPARE) (3 RUNS @ 160 LF)	630-1-14	160 LF

630-1-12	15 LF	
659-108	1 EA	
665-11	2 EA	

PEDESTRIAN POLE		
STA. 45+81, 38' RT	630-1-12	120 LF
	659-108	1 EA
	663-74-12	1 EA

4 EA	2 EA
FTP-68B-06	
9"X18"	

CONTROLLER TIMINGS

TIMING FUNCTION	MOVEMENT NUMBER	1	2	3	4	5	6	7	P4
TIMING FUNCTION	MINIMUM GREEN	-	15	-	9	7	15	-	-
	EXTENSION	-	3.5	-	3.5	3.5	3.5	-	-
	MAXIMUM GREEN 1	-	50	-	30	15	50	-	-
	MAXIMUM GREEN 2	-	50	-	30	25	50	-	-
	YELLOW CLEARANCE	-	4.0	-	4.0	4.0	4.0	-	-
	ALL RED	-	1.0	-	1.0	1.0	1.0	-	-
	PEDESTRIAN WALK	-	-	-	-	-	7	-	7
	PED. CLEARANCE	-	-	-	-	-	27	-	21
	DETECTER FUNCTION	-	LOCK	-	NL	-	LOCK	-	-
	RECALL	-	MIN	-	-	-	MIN	-	-

OVERHEAD SIGNS

(A) SW 20TH Ave — 1 EA 16'-0"X2'-0" — 700-48-18

(B) SW 43RD St — 2 EA 16'-0"X2'-0" — 700-48-18

(C) R3-1 BLANK-OUT SIGN 24"X24" 1 EA — 700-89-2

(D) R3-4 24"X24" 1 EA — 700-48-18

DETECTOR CONNECTION	
WIRELESS DETECTOR	NO. OF DETECTORS
W-2	2
W-4	6
W-5	2
W-6	1

0 10 40 Feet

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 60G-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/3/10	(A) MOVED PED. POLE, STATION/OFFSET UPDATE		

ENGINEER OF RECORD: STEVEN D. MIKESELL, P.E. FL LIC. No. 58703

HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8800

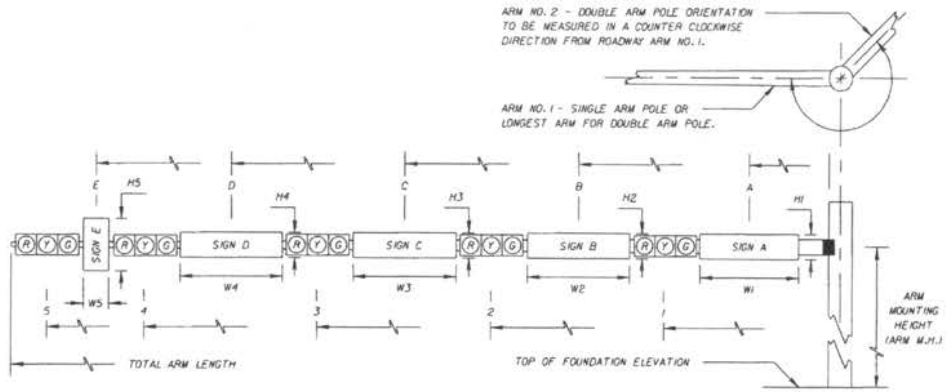
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

SIGNALIZATION PLAN

SHEET NO. T-4

SPECIAL INSTRUCTIONS					
ID NO.	PED. BUTTON		PED. SIGNALS		HANDHOLE LOCATION
A	-	-	-	-	90
B	-	P6	-	P6	0
C	-	-	-	-	0



* DENOTES NUMBER OF SECTIONS IN SIGNAL HEAD ASSEMBLY

						SIGNAL DATA																		SIGN DATA																
									DISTANCE FROM POLE															DISTANCE FROM POLE / HEIGHT AND WIDTH OF SIGN																	
ID NO.	SHEET NO.	LOCATION Δ BY STA.	TOP OF FOUNDATION ELEVATION	FRONT ARM NO.	CROWN ELEV.	SIGNAL Y/N	BACK PLATES Y/N	PED. SIGNAL Y/N	1	*	2	*	3	*	4	*	5,6	*	TOTAL ARM LENGTH	ARM M.H.	℄ BETWEEN DUAL ARMS 90/270	A	H1	W1	B	H2	W2	C	H3	W3	D	H4	W4	E	H5	W5	PAINT COLOR
A	T-4	45+31.49' LT	66.48	1	67.91	H	Y	N	18.0'	3	38.0'	5							48.0'	20.0'		10.0'	2.0'	6.0'				45.0'	2.0'	2.0'								*
				2																																		
B	T-4	44+58.39.5' RT	67.05	1	67.90	H	Y	Y	29.0'	3**	36.0'	3	41.0'	3**	48.0'	3	53.0'	3**	62.5'	19.5'		20.0'	2.0'	6.0'														*
																	59.0'	3																				
				2																																		
C	T-4	44+47.41' RT	67.60	1	67.80	H	Y	N			30.0'	3	38.0'	3	46.0'	3**			50.0'	19.0'		17.0'	2.0'	2.0'	25.0'	2.0'	6.0'											*
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		
				1																																		
				2																																		

* CONTACT CITY OF GAINESVILLE TRAFFIC OPERATIONS TO DETERMINE PAINT COLOR FOR SIGNAL AND PEDESTRIAN POLES.

** FUTURE SIGNAL HEADS FOR DESIGN PURPOSE ONLY.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/3/10	Δ STATION, OFFSET UPDATE		

ENGINEER OF RECORD:
STEVEN D. MIKESELL, P.E.
FL LIC. NO. 56703
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8600

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

MAST ARM TABULATION

SHEET NO. T-5

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6G15-23.003, F.A.C.

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

CONTRACT PLANS

FINANCIAL PROJECT ID 211365-5-58-01, 02, 03, 04
FEDERAL AID PROJECT NO. S124-002R
ALACHUA COUNTY PROJECT NO. 6313
SW 20TH AVENUE AT SW 43RD STREET
INTERSECTION IMPROVEMENTS

LANDSCAPE PLANS

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SUMMARY OF PAY ITEMS
LD-3	LANDSCAPE DETAILS
LD-4 TO LD-6	LANDSCAPE PLAN

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS DATED 2010 AND
STANDARD SPECIFICATIONS FOR ROAD
AND BRIDGE CONSTRUCTION, DATED 2010,
AS AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS: 07/01/2010
For Design Standards Modifications Click On:
http://www.dot.state.fl.us/rddesign/

REVISIONS
12-15-10 ⚠ ELIMINATE PROPOSED TREES ALONG SW 20TH AVE.
SHEETS LD2-LD-3, LD5-LD6

LANDSCAPE PLAN SHOP DRAWINGS
TO BE SUBMITTED TO:

HNTB CORPORATION
7077 BONNEVAL ROAD
SUITE 600, LIBERTY CENTER
JACKSONVILLE, FL 32216
PHONE NO. (904) 296-0207
FAX NO. (904) 279-0260

PLANS PREPARED BY:

hhi DESIGN
BETTER LIVING BY DESIGN
PLANNING, LANDSCAPE ARCHITECTURE & ENVIRONMENTAL GRAPHICS
423 South Keller Road, Suite 100
Orlando, FL 32810-6120
Phone: 407.425.1446

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

FINAL SUBMITTAL
MAY 24, 2010

REVISED SUBMITTAL
DECEMBER 15, 2010

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

LANDSCAPE PLANS
LANDSCAPE ARCHITECT OF RECORD: RICK MAGLEY, RLA
RLA NO. 1300

ALACHUA COUNTY PROJECT MANAGER: HA NGUYEN

FISCAL YEAR	SHEET NO.
10	LD-1

SUMMARY OF PAY ITEMS

PAY ITEM	DESCRIPTION	UNIT	QUANTITY
580-1-1	LANDSCAPE COMPLETE	LS	1
	LANDSCAPE REMOVAL		
	OAK (8")	EA	2
	OAK (9")	EA	-
	OAK (10")	EA	3
	OAK (11")	EA	2
	OAK (13")	EA	2
	OAK (15")	EA	-
	OAK (16")	EA	-
	OAK (18")	EA	-
	OAK (19")	EA	-
	OAK (20")	EA	1
	OAK (22")	EA	1
1	PINE (12")	EA	1
	LANDSCAPE PLANTINGS		-
	QUERCUS AUSTRINIA	EA	2
	ULMUS ALTA "WINGED ELM"	EA	8
	ERIBOTRYA JAPONICA	EA	2
	LAGERSTROEMIA INDICA 'MUSKOGEE'	EA	24
	LAGERSTROEMIA INDICA 'NATCHEZ'	EA	9
	ULMUS PARVIFOLIA 'DRAKE'	EA	15
	BETULA NIGRA	EA	4
	CERCIS CANADENSIS	EA	3
	TREE PROTECTION	EA	2

NOTES:
1. ALL LANDSCAPE ITEMS SHALL BE PAID FOR UNDER ITEM NO. 580-1-1, LANDSCAPE COMPLETE, LS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12-15-10	1 ELIMINATE PROPOSED TREES ALONG SW 20TH AVE		

hhi DESIGN
PLANNING, LANDSCAPE ARCHITECTURE & ENVIRONMENTAL GRAPHICS
423 South Keller Road, Suite 300
Orlando, FL 32810-6133
Phone 407.422.1498
RICK MADLEY FL. REG. NO. 1300
BETTER LIVING BY DESIGN

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

SUMMARY OF PAY ITEMS

SHEET NO. LD-2

TYPICAL LANDSCAPE NOTES

1. LOCATION OF ALL UTILITIES AND BASE INFORMATION IS APPROXIMATE. CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITIES AND OBSTRUCTIONS AND COORDINATE WITH THE ENGINEER, IN CONJUNCTION WITH THE OWNER'S ARCHITECT AND LANDSCAPE ARCHITECT PRIOR TO INITIATING INSTALLATION WORK. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ANY DAMAGE COMMITTED TO EXISTING ELEMENTS ABOVE OR BELOW GROUND TO ITS ORIGINAL CONDITION AND TO THE SATISFACTION OF THE ENGINEER, IN CONJUNCTION WITH THE OWNER'S ARCHITECT AND LANDSCAPE ARCHITECT.

2. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE ENGINEER, IN CONJUNCTION WITH OWNER'S ARCHITECT AND LANDSCAPE ARCHITECT.

3. CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL PLANT MATERIAL PRIOR TO INITIATING INSTALLATION FOR THE REVIEW AND APPROVAL OF THE ENGINEER, IN CONJUNCTION WITH THE OWNER'S ARCHITECT AND LANDSCAPE ARCHITECT. THE LOCATION OF ALL PLANT MATERIAL IS SUBJECT TO FIELD CHANGE.

4. LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH IRRIGATION CONTRACTOR AND ALL OTHER TRADES.

5. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED UNTIL PLANT MATERIALS ARE WELL ESTABLISHED, TO SUPPLEMENT IRRIGATION WATERING AND RAINFALL.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL LANDSCAPE AREAS WHERE THE EXISTING OR PROPOSED IRRIGATION IS FOR WHATEVER REASON NOT OPERATING OR NOT OPERATING CORRECTLY.

7. CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRIS SHALL BE COLLECTED AND DEPOSITED AS DIRECTED DAILY. ALL MATERIALS, PRODUCTS, AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE ENGINEER, IN CONJUNCTION WITH THE OWNER OR OWNER'S ARCHITECT AND LANDSCAPE ARCHITECT.

8. ALL PLANT MATERIAL SHALL BE IN FULL AND STRICT ACCORDANCE WITH FLORIDA NO. 1 GRADE, ACCORDING TO THE "GRADES AND STANDARDS FOR NURSERY PLANTS" PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

9. CONTRACTOR SHALL REMOVE EXISTING SOD IN ALL AREAS TO BE PLANTED WITH SHRUB/GROUNDCOVERS AND/OR ALL AREAS TO BE MULCHED WITH PINE BARK MULCH.

10. CONTRACTOR SHALL REPLACE SOD IN ALL AREAS WHERE EXISTING VEGETATION IS REMOVED OR RELOCATED, WHERE EXISTING LAWN AREAS ARE DAMAGED BY HIS WORK, AND WHERE NEW VEGETATION IS INSTALLED (UNLESS OTHERWISE NOTED ON PLANS) WITH SAME GRASS SPECIES TO THE SATISFACTION OF THE ENGINEER, IN CONJUNCTION WITH THE OWNER'S ARCHITECT AND LANDSCAPE ARCHITECT. CONTRACTOR SHALL BE RESPONSIBLE FOR FINISH GRADING ALL SUCH AREAS TO BLEND BOTH ELEVATIONS AND SOD INTO EXISTING SURROUNDING LAWN AREAS.

11. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS. PRIOR TO COMMENCEMENT OF THE LANDCAPING WORK THE CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR AT LEAST THREE AREAS, A UNDISTRIBUED BY PREVIOUS WORK AND TWO AREAS DISTURBED AND/OR REFILLED. SEE SPECIFICATIONS FOR ADDITIONAL TESTING REQUIREMENTS.

12. THE CONTRACTOR SHALL PROVIDE UNIT PRICES AS REQUESTED WHICH INCLUDE THE TOTAL COST OF THE WORK INCLUDING BUT NOT LIMITED TO ANY AND ALL COSTS FOR EQUIPMENT, MATERIAL, PRODUCTS, OVERHEAD, PROFIT, GUARANTEES, LABOR, INSTALLATION, ETC. TO PROVIDE A COMPLETE JOB AS OUTLINED ON THE DRAWINGS. THE ENGINEER IN CONJUNCTION WITH THE OWNER SHALL HAVE THE OPTION TO ADD OR DEDUCT FROM THE LUMP SUM BID CONTRACT AMOUNT, BASED ON THE QUOTED UNIT PRICES FOR ANY OR THE ITEMS LISTED IN THE "PLANT LIST".

13. ALL MATERIALS, PRODUCTS, AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE ENGINEER, IN CONJUNCTION WITH THE OWNER OR OWNER'S ARCHITECT AND LANDSCAPE ARCHITECT.

14. CONTRACTOR SHALL PROTECT EXISTING VEGETATION TO REMAIN BY MEANS APPROVED BY THE ENGINEER, IN CONJUNCTION WITH THE OWNER/OWNER'S ARCHITECT AND LANDSCAPE ARCHITECT AND AS DETAILED IN THE DRAWINGS.

15. CONTRACTOR SHALL CLEAN, PRUNE AND SHAPE EDGES OF EXISTING VEGETATION AS DIRECTED BY THE ENGINEER, IN CONJUNCTION WITH THE OWNER'S ARCHITECT AND LANDSCAPE ARCHITECT. CREATE SMOOTH BED LINES AROUND EXISTING VEGETATION.

16. CONTRACTOR AND EMPLOYEE VEHICLE PARKING SHALL BE COORDINATED WITH THE ENGINEER, IN CONJUNCTION WITH THE OWNER OR OWNER'S ARCHITECT AND LANDSCAPE ARCHITECT. SHUTTLING OF EMPLOYEES TO THE PROJECT AREAS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL NOT DISRUPT OR CONFLICT IN ANY WAY WITH EXISTING TRAFFIC.

17. CONSTRUCTION ACCESS SHALL BE INDICATED BY THE ENGINEER, IN CONJUNCTION WITH THE OWNER. COORDINATION OF HEAVY EQUIPMENT AND MATERIALS SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND COORDINATION OF WORK WITH OTHER TRADES AND THE OWNER OR OWNER'S ARCHITECT AND LANDSCAPE ARCHITECT.

18. THE CONTRACTOR SHALL TAKE WHATEVER MEANS THAT MAY BE NECESSARY TO FULLY UNDERSTAND ALL THE ACCESS ROUTES, CONSTRUCTION SCHEDULES IN ORDER TO PROVIDE A COMPLETE AND FINISHED PROJECT ON SCHEDULE.

19. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE TO DRAINAGE STRUCTURES AS INDICATED ON THE GRADING DRAWINGS. SEE CIVIL PLANS.

20. ALL TREE CALIPER SIZES NOTED ARE MINIMUM. INCREASE SIZE OF OTHER SPECIFICATIONS AS REQUIRED IF NECESSARY TO PROVIDE PLANT SIZE AND SPECIFICATIONS.

21. ALL CONTAINER SIZES NOTED ARE MINIMUM. INCREASE SIZE IF NECESSARY TO PROVIDE PLANT SIZE AND SPECIFICATIONS. ALL HEIGHT AND SPREAD SPECIFICATIONS ARE MINIMUM.

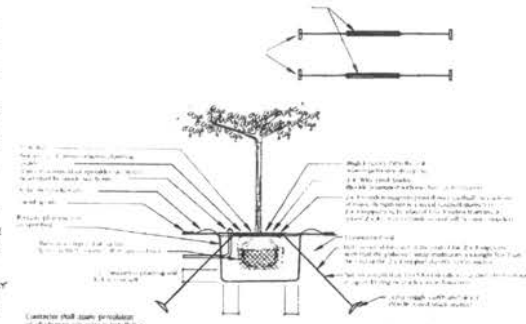
22. SHRUB AND GROUNDCOVER BED QUANTITIES ARE INDICATED FOR EACH PLANT BED. ALL PLANT QUANTITIES FOR PROPOSALS SHALL BE DERIVED SOLELY FROM DRAWINGS AND SPECIFICATIONS.

23. SHRUB AND GROUND COVER SPACING IS INDICATED ON THE PLANT LIST, UNDER COMMENTS, FOR ALL PLANTS AND SHALL APPLY FOR ALL "MASS PLANTING". PLANT ACCENT SHRUBS AND TREES AS SHOWN ON LANDSCAPE PLANTING PLANS WHEN INDIVIDUAL PLANTS ARE DELINEATED.

24. SEE PLANT LIST DETAILS AND SPECIFICATIONS FOR FURTHER PLANTING INFORMATION.

25. REQUIRED ON-SITE INSPECTION BY CITY ARBORIST (393-8171) PRIOR TO PURCHASING PLANT MATERIAL. AT THAT TIME, INSPECTION OF SOIL WILL TAKE PLACE TO ASSURE ALL LIMEROCK, CONCRETE, OR OTHER DEBRIS HAS BEEN REMOVED, LEAVING A SOIL OF GOOD STRUCTURE AND TEXTURE, WITH pH BETWEEN 5.5 AND 6.5

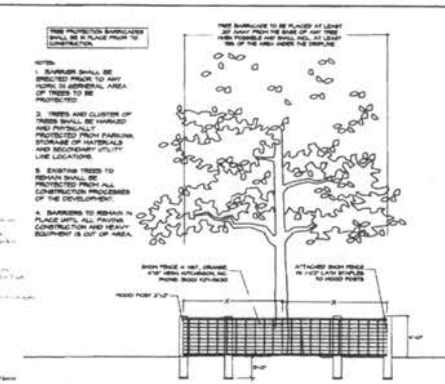
26. FINAL PLANT ACCEPTANCE REQUIRES A SECOND INSPECTION WITH CITY ARBORIST TO ASSURE COMPLIANCE WITH PLANS. CALL 393-8171 TO SCHEDULE.



TREE INSTALLATION DETAIL with 4 POINT ROOTBAL ANCHOR SYSTEM

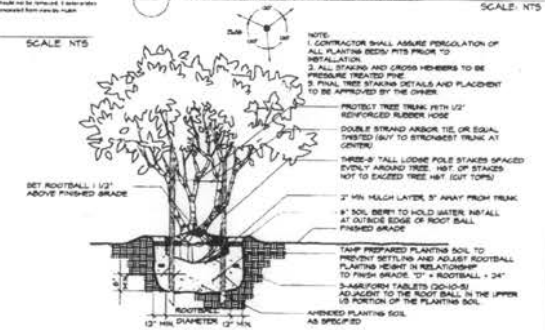
TYP. TREE PLANTING DETAIL

SCALE: NTS



TREE PROTECTION DETAIL

SCALE: NTS



MULTI-TRUNK TREE PLANTING DETAIL

SCALE: NTS

⚠

PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS
BET NIG	4	Betula nigra	Multi-Trunk River Birch	30 gal	2"Cal	10' H x 5.5' S	multi-trunk, full
CER CAN	3	Cercis canadensis	Multi-Trunk Eastern Redbud	45 gal		10' H x 5' S	Multi-trunk, full
LAG MUS	24	Lagerstroemia Indica 'Muskogee'	'Muskogee' Crape Myrtle	30 gal		10' H x 5' S	Full, Multitrunk
LAG NAT	9	Lagerstroemia Indica 'Natchez'	'Natchez' Crape Myrtle	30 gal		10' H x 4' S	Full, Multitrunk
QUE AUS	2	Quercus austrina	Bluff Oak	45 gal	2.5"Cal	10' H x 5' S	
ULM ALA	6	Ulmus alata	Winged Elm	45 gal	2"Cal	10'-12' H, 4'-6' S	
ULM DRA	15	Ulmus parvifolia 'Drake'	Drake Elm	30 gal	2"Cal	10' H x 4' S	single, straight trunk, full
EVERGREEN TREES	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**CAL**	**SIZE**	**REMARKS**
ERI JAP	2	Eriobotrya japonica	Loquat	30 gal	2"Cal	10' H x 4' S	5' C.T., staggered heights, reserved trunks

NOTE: Regarding use of Quercus Austrina, equivalent species shall be considered if species specified in the plans is not available. All changes must be approved by the Project Engineer and the City Arborist.

ALACHUA COUNTY UNIFIED LAND DEVELOPMENT CODE
TREE ORDINANCE REPLACEMENT REQUIREMENTS
WITHIN FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY

MINIMUM CODE REPLACEMENT OF SHADE TREES SHALL BE CONSIDERED REGULATED WHEN TREE TRUNKS ARE LARGER THAN 8" IN DIAMETER (EXCEPT LOBLOLLY PINE, SLASH PINE)

TWO SHADE TREES ARE REQUIRED FOR EACH REGULATED TREE REMOVAL. REPLACEMENTS MUST GROW AT LEAST AS TALL AT MATURITY AS TREES BEING REMOVED.

LEGEND

EXISTING TREES TO REMAIN AND TO BE PROTECTED SEE PROTECTION DETAIL THIS SHEET

EXISTING TREES TO BE REMOVED

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12-15-10	⚠ ELIMINATE PROPOSED TREES ALONG SW 26TH AVE.		

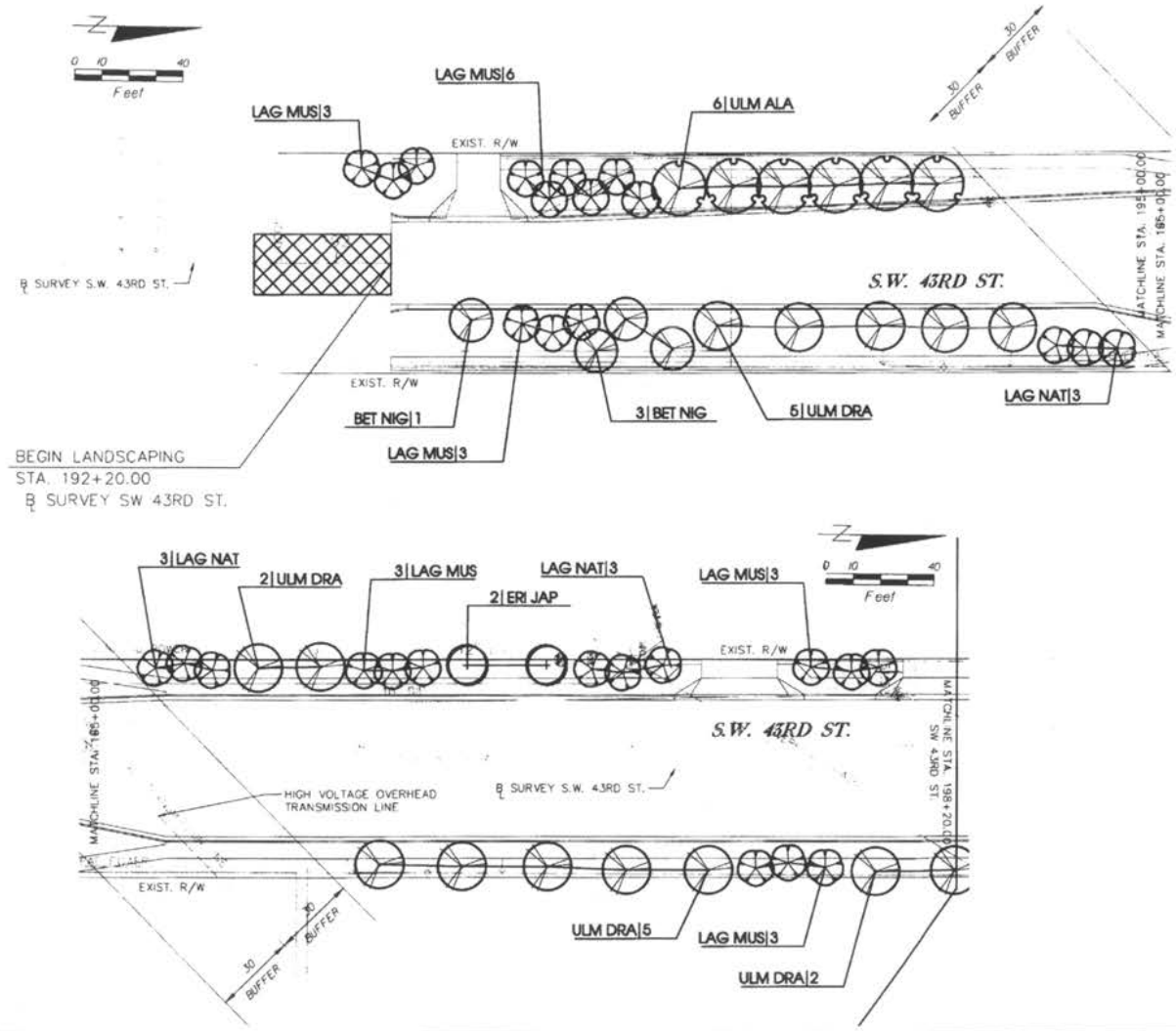
hhi DESIGN
BETTER LIVING BY DESIGN
PLANNING, LANDSCAPE ARCHITECTURE & ENVIRONMENTAL GRAPHICS
423 South Keller Road, Suite 300
Orlando, FL 32810-6132
Phone 407.422.1448
RICK WAGLEY FL. REG NO. 1300

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

LANDSCAPE PLAN

SHEET NO. LD-3



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

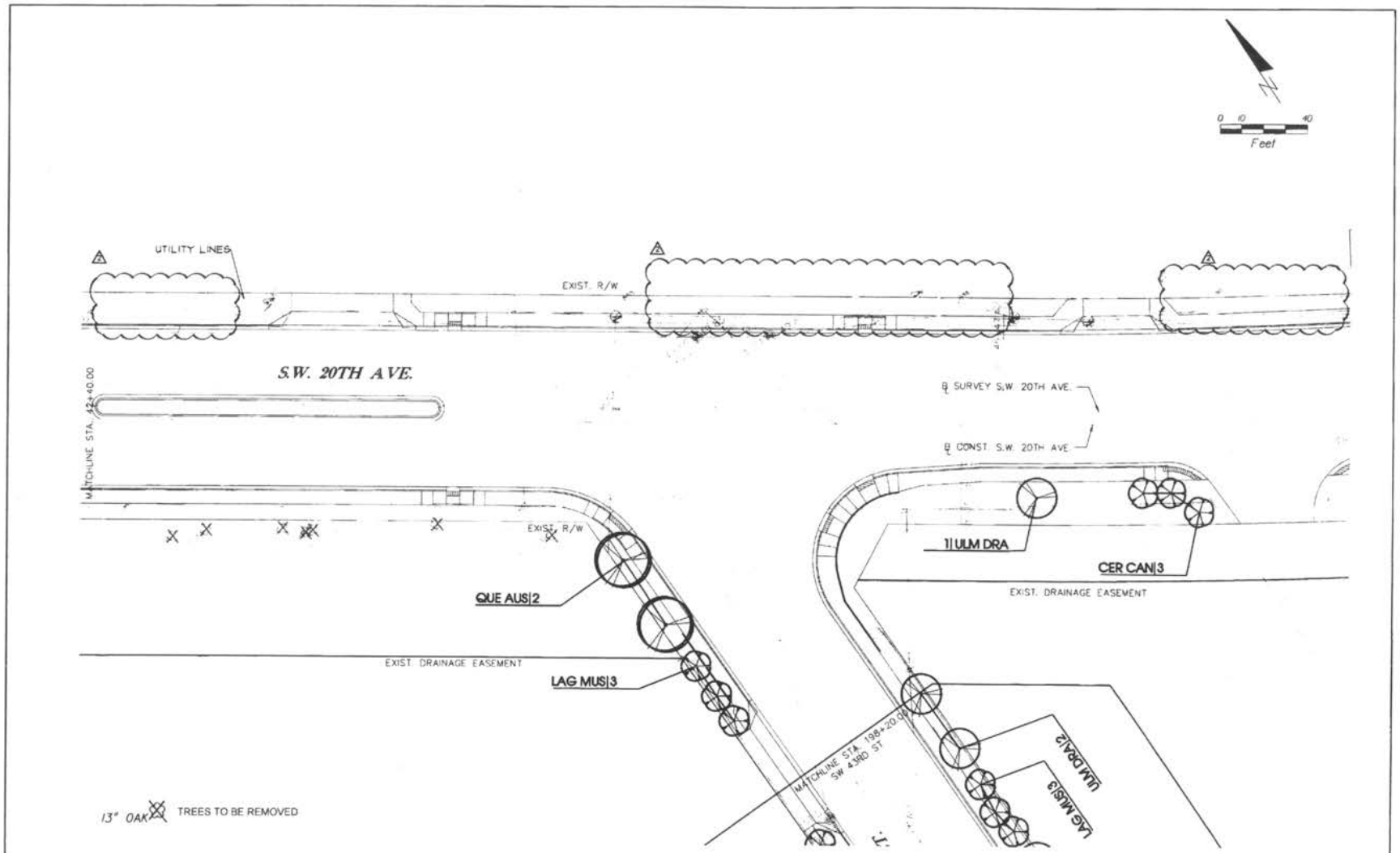
hhi DESIGN
BETTER LIVING BY DESIGN
PLANNING, LANDSCAPE ARCHITECTURE & ENVIRONMENTAL GRAPHICS
422 South Kirkman Road, Suite 300
Orlando, FL 32811-6122
Phone 407.422.1448
RICK MAGLEY FL. REG. NO. 1300

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

LANDSCAPE PLAN

SHEET NO. LD-4



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12-15-10	⚠ ELIMINATE PROPOSED TREES ALONG SW 20TH AVE.		

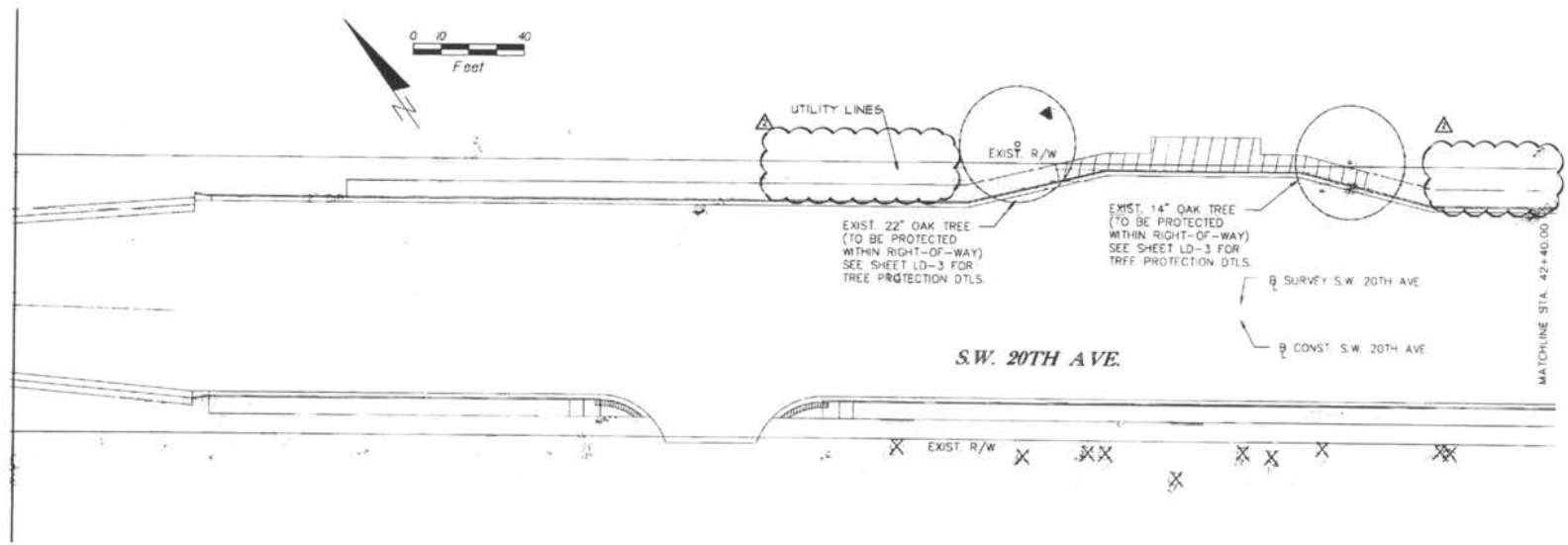
hhi DESIGN
PLANNING, LANDSCAPE ARCHITECTURE & ENVIRONMENTAL GRAPHICS
423 South Keller Road, Suite 300
Orlando, FL 32810-6132
Phone 407.422.1448
RICK WAGLEY FL REG. NO. 1300
BETTER LIVING BY DESIGN

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

LANDSCAPE PLAN

SHEET NO. LD-5



13" OAK ⊗ TREES TO BE REMOVED

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12-15-10	⚠1 ELIMINATE PROPOSED TREES ALONG SW 20TH AVE.		

hhi DESIGN
PLANNING, LANDSCAPE ARCHITECTURE & ENVIRONMENTAL GRAPHICS
423 South Keller Road, Suite 106
Orlando, FL 32810-6132
Phone 407.422.1440
RICK MAGLEY FL. REG. NO. 1300
BETTER LIVING BY DESIGN

ALACHUA COUNTY PUBLIC WORKS DEPARTMENT		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

LANDSCAPE PLAN

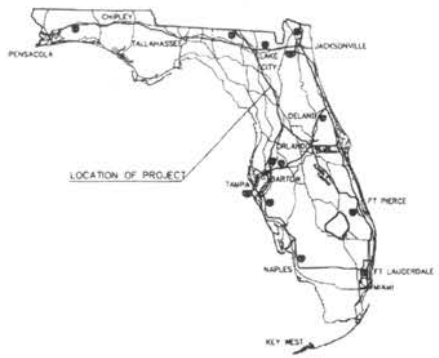
SHEET NO. LD-6

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

CONTRACT PLANS

FINANCIAL PROJECT ID 211365-5-58-01, 02, 03, 04
FEDERAL AID PROJECT NO. S124-002R
ALACHUA COUNTY PROJECT NO. 6313
SW 20TH AVENUE AT SW 43RD STREET
INTERSECTION IMPROVEMENTS

IRRIGATION PLANS



INDEX OF IRRIGATION PLANS

SHEET NO	SHEET DESCRIPTION
IR-1	KEY SHEET
IR-2	SUMMARY OF PAY ITEMS
IR-3 TO IR-4	IRRIGATION DETAILS
IR-5 TO IR-6	IRRIGATION PLAN

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS DATED 2010 AND
STANDARD SPECIFICATIONS FOR ROAD
AND BRIDGE CONSTRUCTION, DATED 2010,
AS AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS: 07/01/2010
For Design Standards Modifications Click On:
http://www.dot.state.fl.us/rddesign/

LANDSCAPE PLAN SHOP DRAWINGS
TO BE SUBMITTED TO:

HNTB CORPORATION
7077 BONNEVAL ROAD
SUITE 600, LIBERTY CENTER
JACKSONVILLE, FL 32216
PHONE NO. (904) 295-0207
FAX NO. (904) 279-0260

PLANS PREPARED BY:

hhi DESIGN
BETTER LIVING BY DESIGN
PLANNING, LANDSCAPE ARCHITECTURE & ENVIRONMENTAL GRAPHICS
433 South Hiatus Road, Suite 300
Orlando, FL 32809-8232
Phone 407.422.1448

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

FINAL SUBMITTAL
DECEMBER 15, 2010

KEY SHEET REVISIONS:		
DATE	BY	DESCRIPTION

LANDSCAPE PLANS
LANDSCAPE ARCHITECT OF RECORD: RICK MAGLEY, RLA
RLA NO.: 1300

FISCAL YEAR	SHEET NO.
10	IR-1

ALACHUA COUNTY PROJECT MANAGER: HA NGUYEN

SUMMARY OF PAY ITEMS

PAY ITEM	DESCRIPTION	UNIT	QUANTITY
590-70	Rain Bird 1800-1400 Flood Bubbler on Swing Joint	LS	1
	Rain Bird PESB-PRS-D Electric Remote Control Scrubber Valve with pressure regulator		
	Wilkins 950XL 1" Backflow Preventer		
	Rain Bird ESP-8LX 8 stations, outdoor, modular controller		
	Hunter MINI-CLIK Rain Sensor		
	Irrigation Lateral Line: PVC Class 200 SDR 21		
	Irrigation Mainline: PVC Schedule 40		
	Pipe Sleeve: PVC Schedule 40		
	Rair Bird 1800-1400 Flood Bubbler on Swing Joint		

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

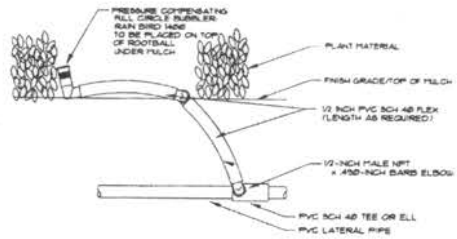
hhi DESIGN
PLANNING, LANDSCAPE ARCHITECTURE & ENVIRONMENTAL GRAPHICS
423 South Keller Road, Suite 300
Orlando, FL 32810-6132
Phone 407.422.1449
RICK WAGLEY FL. REG. NO. 1300
BETTER LIVING BY DESIGN

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

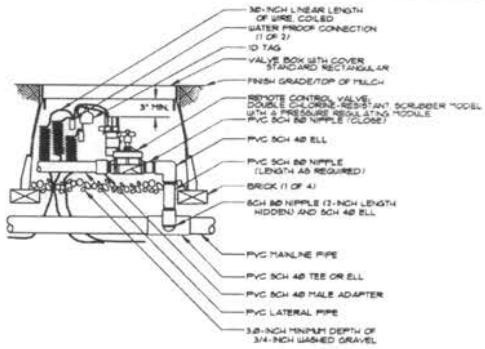
SUMMARY OF PAY ITEMS

SHEET NO. 1R-2



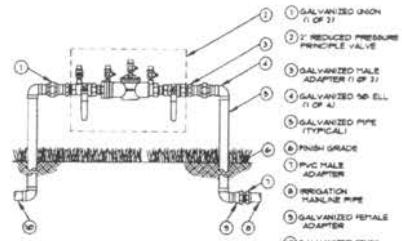
1 (R-3) TYP. BUBBLER DETAIL

SCALE: NTS



2 (R-3) TYP. ZONE VALVE DETAIL

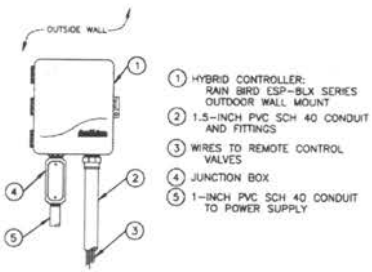
SCALE: NTS



NOTE:
1. INSTALL BACKFLOW PREVENTER AT RAI AS REQUIRED BY LOCAL CODES AND HEALTH DEPARTMENT. VERIFY LOCAL REQUIREMENTS PRIOR TO INSTALLATION.
2. BACKFLOW PREVENTION DEVICE MANUFACTURER: WILKINS, MODEL 975XL - 1", OR APPROVED EQUAL.
3. LOCKABLE, FREEZE PROTECTED ENCLOSURE IS RECOMMENDED PENDING GRU & COUNTY APPROVAL & RECOMMENDATION.

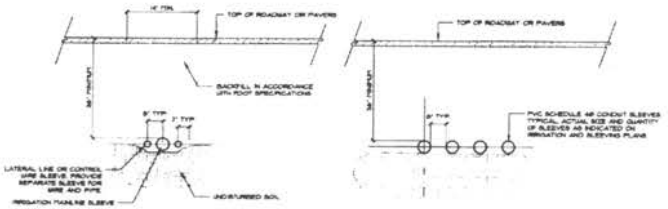
3 (R-3) TYP. BACKFLOW PREVENTER DETAIL

SCALE: NTS



4 (R-3) IRRIGATION CONTROLLER DETAIL

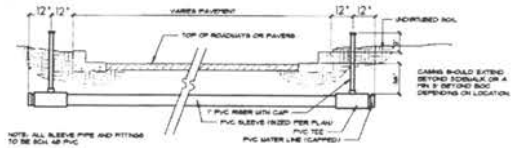
SCALE: NTS



IRRIGATION SLEEVING UNDER PAVING DETAIL

IRRIGATION SLEEVING UNDER PAVING DETAIL

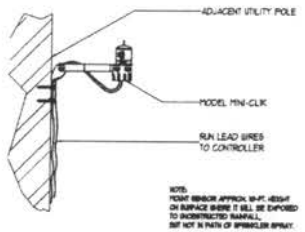
NOTE: SLEEVES SHALL BE INSTALLED PRIOR TO SUBGRADE STABILIZATION. NO OPEN CUTS AFTER SUBGRADE STABILIZATION.



IRRIGATION PIPING UNDER PAVING DETAIL

5 (R-3) SLEEVING DETAILS

SCALE: NTS



NOTE:
POINT SENSOR APPROX 10-FT. (3.05M) ON SURFACE WHERE IT WILL BE EXPOSED TO UNOBSTRUCTED RAINFALL, BUT NOT IN PATH OF SPRINKLER SPRAY.

6 (R-3) RAIN CHECK MOUNTING DETAIL

SCALE: NTS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

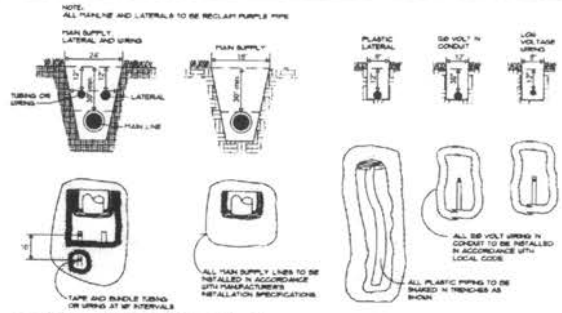
hhi DESIGN
BETTER LIVING BY DESIGN
PLANNING, LANDSCAPE ARCHITECTURE & ENVIRONMENTAL GRAPHICS
423 South Keller Road, Suite 300
Orlando, FL 32810-6132
Phone 407.422.1448
RICK MAGLEY FL REG NO. 1300

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

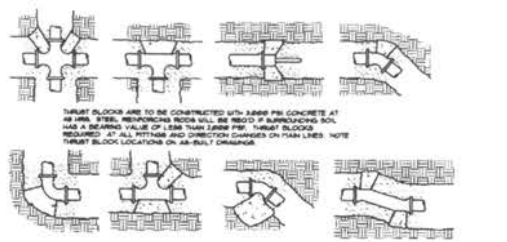
IRRIGATION DETAILS

SHEET NO.
IR-3



1 IR-4 TYP. TRENCHING DETAIL

SCALE: NTS



2 IR-4 TYP. THRUST BLOCK DETAIL

SCALE: NTS

TYPICAL IRRIGATION NOTES

1. UNLESS OTHERWISE NOTED, THE LIMITS OF CONSTRUCTION ARE AS INDICATED ON DRAWINGS.

2. ANY LIMIT OF WORK TREES TO REMAIN SHALL BE VERIFIED IN THE FIELD AND APPROVED BY THE OWNER'S REPRESENTATIVE.

3. ALL PROJECT BASE INFORMATION PROVIDED BY THE OWNER.

4. REFER TO ENGINEERING DRAWINGS FOR ALL UTILITY LOCATIONS, AND VERIFY IN THE FIELD PRIOR TO COMMENCING WORK. REFER TO ENGINEERING DRAWINGS FOR FINAL GRADING AND SPOT ELEVATIONS. VERIFY IN THE FIELD PRIOR TO CONSTRUCTION.

5. THE CONTRACTOR, PRIOR TO BEGINNING ANY UNDERGROUND EXCAVATION, DIGGING, OR BORING MUST FIRST OBTAIN ALL REQUIRED PERMITS. WORK IS NOT AUTHORIZED PRIOR TO THE ISSUANCE OF A PERMIT(S). THE CONTRACTOR SHALL COMPLY WITH FL 77-193 REGARDING NOTIFICATIONS OF EXISTING GAS AND OIL PIPELINE COMPANY OWNERS. EVIDENCE OF SUCH NOTICE SHALL BE FURNISHED TO THE OWNER PRIOR TO EXCAVATING. THE CONTRACTOR SHALL COORDINATE FULLY WITH THE OWNER FOR ALL EXCAVATION PERMITS AND NOTIFICATIONS NECESSARY PRIOR TO INITIATING ALL WORK.

6. THE LOCATION OF ALL CONTROLLERS SHALL BE APPROVED BY THE COUNTY REPRESENTATIVE PRIOR TO INSTALLATION.

7. THE CONTRACTOR SHALL BE RESPONSIBLE TO FULLY COORDINATE THE INSTALLATION, LOCATION, AND CONNECTION OF THE POWER SOURCE AND SERVICE WITH THE COUNTY REPRESENTATIVE PRIOR TO INSTALLATION.

8. THE CONTRACTOR SHALL BE RESPONSIBLE TO FULLY COORDINATE THE INSTALLATION, LOCATION, AND CONNECTION OF THE TELEPHONE COMMUNICATION WIRE AND SERVICE WITH THE COUNTY REPRESENTATIVE AND THE COMMUNICATIONS PROVIDER PRIOR TO INSTALLATION.

9. THE CONTRACTOR SHALL BE RESPONSIBLE TO FULLY COORDINATE AND INTEGRATE THE OPERATION SCHEDULE OF THE IRRIGATION CONTROL SYSTEM PER THE COUNTY REPRESENTATIVE'S DIRECTION AND APPROVAL.

10. FIELD ALTERATIONS MADE IN THE IRRIGATION CONTRACT DRAWINGS MUST BE IN THE BEST INTEREST OF THE PLANT MATERIAL, SOD AND LANDSCAPE IRRIGATION SYSTEM. CHANGES MADE BY THE IRRIGATION CONTRACTOR WHICH ARE DEEMED BY THE OWNER'S REPRESENTATIVE NOT IN CONFORMANCE WITH THE ABOVE CRITERIA SHALL BE REMOVED AND REPLACED AT THE IRRIGATION CONTRACTOR'S EXPENSE. IF QUESTIONS ARISE AS TO THE BEST WAY TO COMPLETE A FIELD ALTERATION, CONTACT THE ENGINEER AND LANDSCAPE ARCHITECT FOR APPROVAL.

11. THE LOCATION OF ALL PLANT MATERIAL SHALL BE FIELD STAKED BY THE CONTRACTOR PRIOR TO INSTALLATION OF THE IRRIGATION SYSTEM.

12. AUTOMATIC CONTROL TIMER LOCATION TO BE VERIFIED WITH COUNTY REPRESENTATIVE.

13. RISER-MOUNTED SPRAY HEADS SHALL BE UTILIZED AS REQUIRED:
A. RISER TO BE OF SCHEDULE 40 PVC AND PAINTED FLAT BLACK.

14. CHANGES IN HEAD PLACEMENT, OR SPRAY SUBSTITUTION SHOULD ALWAYS BE DONE, TAKING INTO CONSIDERATION THE FOLLOWING:
A. WHAT IS BEST FOR THE GROWTH AND MAINTENANCE OF THE PLANT MATERIAL.
B. MAINTAINING A CONSTANT AND EVEN WATER DISTRIBUTION AND PRECIPITATION RATE.

15. LATERALS SHALL BE INSTALLED (UNLESS NOTED OTHERWISE ON PLANS) 12" FROM EDGE OF PAVEMENT, BACK OF CURB, AND BUILDING FOUNDATIONS.

16. INSTALL ALL PIPING SHOWN BETWEEN DIFFERENT PIPE SIZES AS THE LARGER SIZED PIPE.

17. ANY IRRIGATION ITEMS NORMALLY INSTALLED IN LANDSCAPE AREAS THAT ARE SHOWN OUTSIDE OF LANDSCAPE AREAS OR OUTSIDE OF PROPERTY LINES ARE SHOWN AS SUCH FOR GRAPHIC CLARITY ONLY. INSTALL THESE ITEMS INSIDE OF PROPERTY LINES AND IN LANDSCAPE AREAS.

18. VERIFY GALLONAGE AND PRESSURE AVAILABILITY AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT BEFORE COMMENCING WITH THE INSTALLATION.

19. PROVIDE PROOF TO THE LANDSCAPE ARCHITECT THAT ALL AVAILABLE MAINTENANCE MANUALS FOR EACH OF THE PRODUCTS INCLUDED IN THIS INSTALLATION HAVE BEEN PROVIDED TO THE OWNER OR OWNER'S REPRESENTATIVE.

20. THE CONTRACTORS ARE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH ALL CODES, INCLUDING THOSE REGARDING SEPARATION DISTANCE MINIMUMS FOR POTABLE WATER VERSUS EFFLUENT WATER, AND SHALL INSTALL THE SYSTEM IN ACCORDANCE WITH THOSE CODES.

21. SPACE ALL HEADS AT A MAXIMUM OF 55% OF THEIR EFFECTIVE COVERAGE DIAMETER OR CLOSER WHERE SHOWN AS SUCH ON THE PLANS.

22. CONTRACTOR RESPONSIBLE FOR WATER TAP, ELECTRICAL SERVICE AND FEES ASSOCIATED WITH THIS.

TYP. IRRIGATION NOTES

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

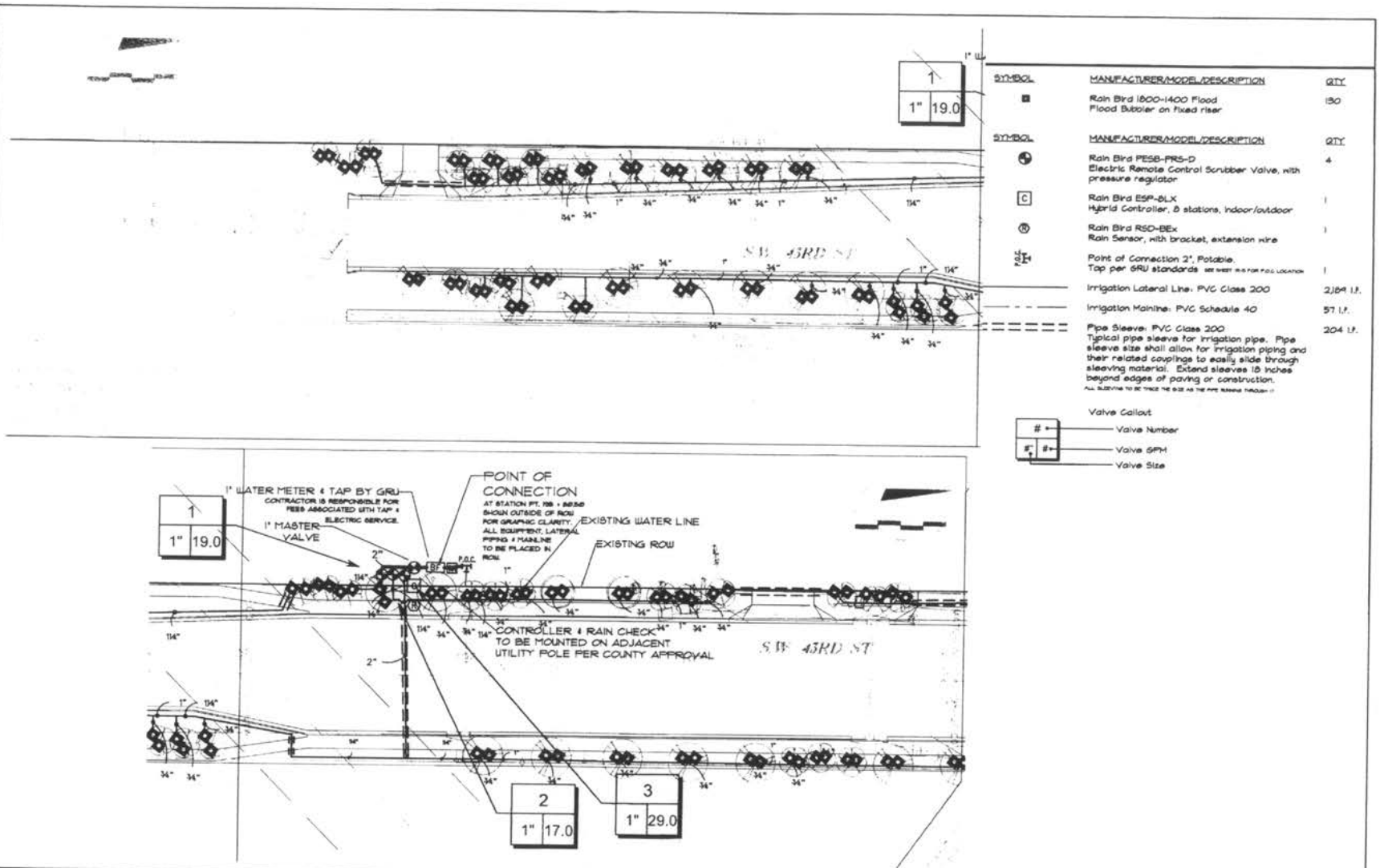
hhi DESIGN
BETTER LIVING BY DESIGN
PLANNING, LANDSCAPE ARCHITECTURE & ENVIRONMENTAL GRAPHICS
433 South Kirkman Road, Suite 300
Orlando, FL 32810-8132
Phone 407.422.1449
RICK MASLEY FL REG. NO. 1300

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

IRRIGATION DETAILS

SHEET NO. IR-4



SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
■	Rain Bird 1800-1400 Flood Flood Bubbler on fixed riser	130

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
◕	Rain Bird PESB-PRS-D Electric Remote Control Scrubber Valve, with pressure regulator	4
C	Rain Bird ESP-8LX Hybrid Controller, 8 stations, indoor/outdoor	1
⊛	Rain Bird RSD-BEx Rain Sensor, with bracket, extension wire	1
POC	Point of Connection 2", Potable. Tap per GRU standards SEE SHEET IR-5 FOR POC LOCATION	1
———	Irrigation Lateral Line: PVC Class 200	2,189 L.F.
- - - -	Irrigation Mainline: PVC Schedule 40	57 L.F.
═══	Pipe Sleeve: PVC Class 200 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction. ALL SLEEVING TO BE THICK THE SIZE AS THE PIPE RUNNING THROUGH IT	204 L.F.

Valve Callout

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

hhi DESIGN
BETTER LIVING BY DESIGN

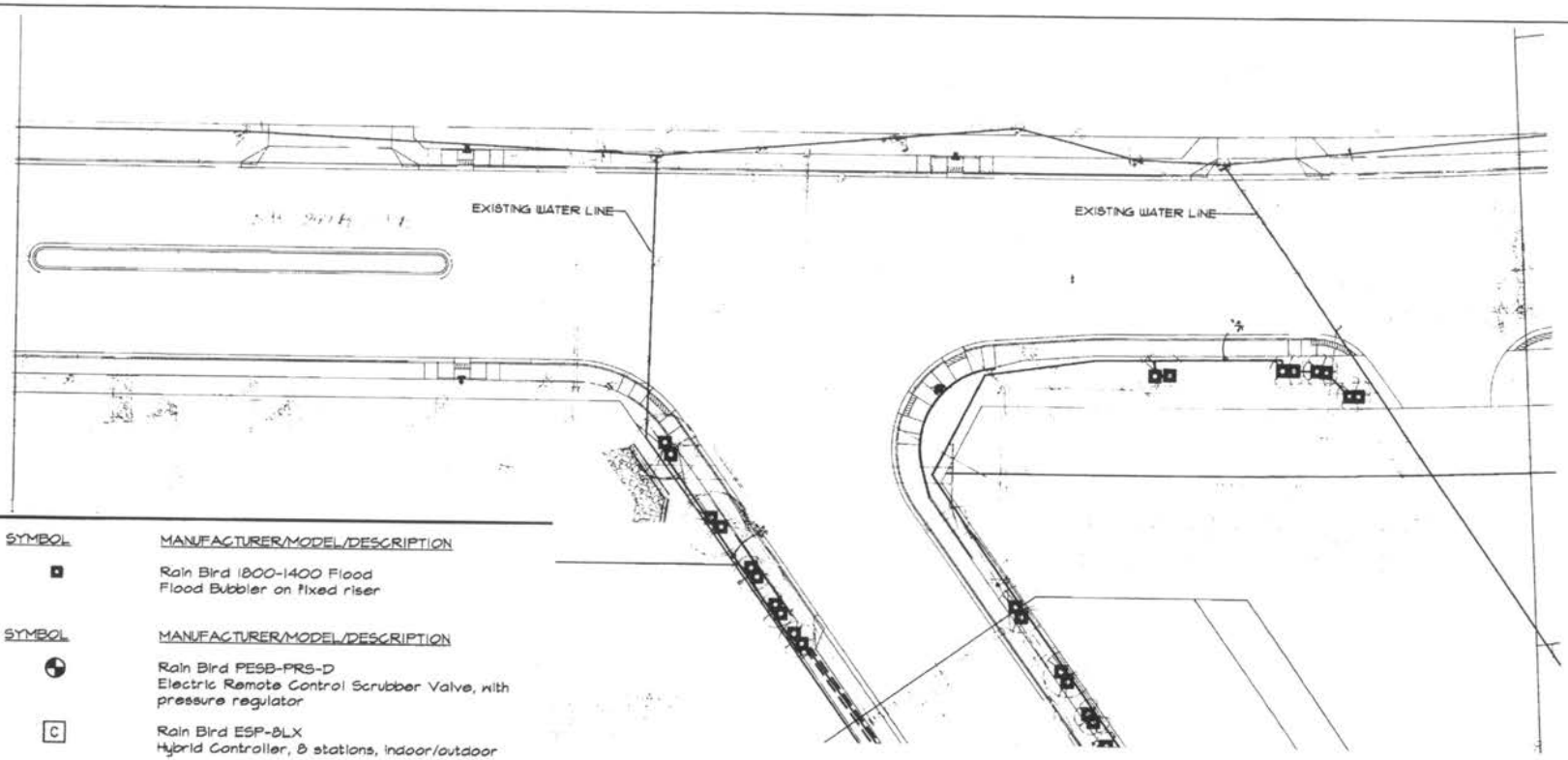
PLANNING, LANDSCAPE ARCHITECTURE & ENVIRONMENTAL GRAPHICS
423 South Keller Road, Suite 300
Orlando, FL 32810-6132
Phone 407.422.1449
RICK MAGLEY FL. REG. NO. 1300

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

IRRIGATION PLAN

SHEET NO. IR-5



SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
■	Rain Bird 1800-1400 Flood Flood Bubbler on fixed riser

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
◕	Rain Bird PESB-PRS-D Electric Remote Control Scrubber Valve, with pressure regulator
C	Rain Bird ESP-8LX Hybrid Controller, 8 stations, indoor/outdoor
Ⓡ	Rain Bird RSD-BEx Rain Sensor, with bracket, extension wire
P.O.C.	Point of Connection 2", Potable. Tap per GRU standards SEE SHEET IR-5 FOR P.O.C. LOCATION
———	Irrigation Lateral Line: PVC Class 200
— - - — - - —	Irrigation Mainline: PVC Schedule 40
= = = = = = =	Pipe Sleeve: PVC Class 200 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related coupings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction. ALL SLEEVING TO BE TWICE THE SIZE AS THE PIPE RUNNING THROUGH IT

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

hhi DESIGN
BETTER LIVING BY DESIGN
PLANNING, LANDSCAPE ARCHITECTURE & ENVIRONMENTAL GRAPHICS
423 South Keller Road, Suite 300
Orlando, FL 32810-6132
Phone 407-422-1445
RICK WAGLEY FL REG NO. 1300

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID.
	ALACHUA	211365-5-58

IRRIGATION PLAN

SHEET NO. IR-6

COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
SIGNING & PAVEMENT MARKING PLANS
SIGNALIZATION PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3 - 4	DRAINAGE MAP
5 - 7	TYPICAL SECTION
8	SUMMARY OF QUANTITIES
9	SUMMARY OF DRAINAGE STRUCTURES
10	OPTIONAL MATERIALS TABULATION
11	GENERAL NOTES AND REFERENCE POINTS
12	ROADWAY PLAN
13	ROADWAY PROFILE
14 - 18	SPECIAL DETAILS
19 - 20	DRAINAGE STRUCTURES
21	DRAINAGE DETAILS
22	CROSS SECTION PATTERN
23	ROADWAY SOIL SURVEY
24 - 27	CROSS SECTIONS
28 - 29	STORMWATER POLLUTION PREVENTION PLAN
30	TRAFFIC CONTROL PLAN GENERAL NOTES
31	TRAFFIC CONTROL PLAN TYPICAL SECTIONS
32	TRAFFIC CONTROL PLAN ADVANCE SIGNING PLAN
33	TRAFFIC CONTROL PLAN PHASE I
34	TRAFFIC CONTROL PLAN PHASE II
35	EROSION CONTROL PLAN GENERAL NOTES
36	EROSION CONTROL PLAN
37 - 38	UTILITY ADJUSTMENT SHEET

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS DATED 2010,
AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION DATED 2010,
AS AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS: 07/01/2010
For Design Standards modifications click on:
http://www.dot.state.fl.us/rddesign/

REVISIONS

⚠ FINANCIAL PROJECT ID: 211365-5-58-01, 02, 03, 04
ROADWAY SHEETS: 1, 13, 19, 20, 30, 31, 33, 34 (REVISED 7-12-10)

⚠ FINANCIAL PROJECT ID: 211365-5-58-01, 02, 03, 04
ROADWAY SHEETS: 1, 2, 3, 4, 9, 12, 13, 19, 20, 20A, 22, 24, 30, 33, 34, 36, 37, 38 (REVISED 12-03-10)

SIGNALIZATION SHEETS: T-2, T-4, T-5 (REVISED 12-03-10)

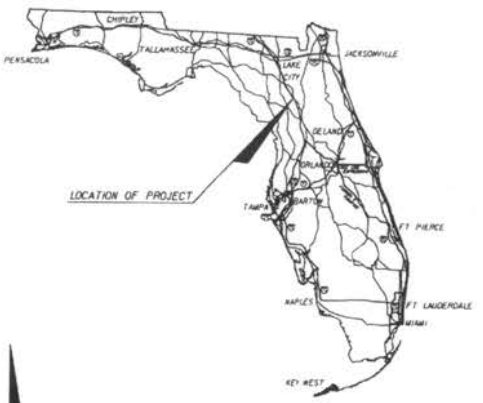
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

CONTRACT PLANS

FINANCIAL PROJECT ID 211365-5-58-01, 02, 03, 04
FEDERAL AID PROJECT NO. SI24-002R
ALACHUA COUNTY PROJECT NO. 6313
SMART BUS BAY ON
SOUTHWEST 20TH AVENUE

BEGIN PROJECT
STA. 179+85.00

END PROJECT
STA. 186+65.00



ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

TERREL SHAW, P.E.
HNTB CORPORATION
7077 BONNEVAL ROAD
SUITE 600, LIBERTY CENTER
JACKSONVILLE, FL 32216
PHONE NO. (904) 296-0207
FAX NO. (904) 279-0260

PLANS PREPARED BY:

HNTB

HNTB CORPORATION
7077 BONNEVAL ROAD
SUITE 600, LIBERTY CENTER
JACKSONVILLE, FL 32216
PHONE NO. (904) 296-0207
FAX NO. (904) 279-0260
CERT OF AUTH. NO. 6500

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

PROJECT LENGTH IS BASED ON ℄ OF CONSTRUCTION

LENGTH OF PROJECT	LINEAR FEET	MILES
ROADWAY	680.00	0.129
BRIDGES		
NET LENGTH OF PROJECT	680.00	0.129
EXCEPTIONS		
GROSS LENGTH OF PROJECT	680.00	0.129

ALACHUA COUNTY PROJECT MANAGER: HA NGUYEN, P.E.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

ROADWAY PLANS
ENGINEER OF RECORD: TERREL SHAW, P.E.

P.E. NO.: 50096

FISCAL YEAR	SHEET NO.
10	1

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

SUMMARY OF PAY ITEMS

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	
101-1	MOBILIZATION	LS	1	
102	MAINTENANCE OF TRAFFIC (260 DAYS)	LS	1	
104	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	
110-1-1	CLEARING AND GRUBBING	LS (AC)	(10.59)	
120-1	EXCAVATION	CY	45	
120-6	EMBANKMENT	CY	255	
160-4	TYPE B STABILIZATION	SY	1,364	2
285-709	OPTIONAL BASE (BASE GROUP 9)	SY	1,240	2
327-70-6	MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH)	SY	2,002	2
334-1-23	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C, PG 76-22)	TN	176.0	
337-7-43	ASPHALTIC CONC. FRICTION COURSE (TRAFFIC C, FC-12.5, PG 76-22)	TN	253.2	
425-1-461	INLET (CURB TYPE J-6)(<=10')	EA	1	2
425-1-541	INLET (DITCH BOT TYPE D)(<=10')	EA	1	
425-1-543	INLET (DITCH BOT TYPE D)(J BOTTOM, <=10')	EA	1	
425-2-71	MANHOLE (J-7)(<10')	EA	1	
425-11	DRAINAGE STRUCTURE - MODIFY EXISTING	EA	1	
430-174-101	PIPE CULVERT OPTIONAL MATERIAL (18" ROUND)(SD)	LF	253	
430-175-101	PIPE CULVERT OPTIONAL MATERIAL (0-24" ROUND)(S/CD)	LF	297	2
430-984-125	MITERED END SECTION (SD)(18" ROUND)	EA	2	
440-1-20	UNDERDRAIN (TYPE II)	LF	300	
520-1-10	CONCRETE CURB & GUTTER (FDOT TYPE F)	LF	586	
522-1	CONCRETE SIDEWALK (4" THICK)	SY	645	2
524-1-2	CONCRETE DITCH PAVEMENT: NON-REINFORCED (4")	SY	37	
570-1-2	PERFORMANCE TURF (SOD)	SY	686	
999-2	TRANSIT SHELTER AND PEDESTRIAN RAILING (LANDSCAPE FORMS)	LS	1	

SUMMARY OF PAY ITEMS

PAY ITEM	DESCRIPTION	UNIT	QUANTITY

PAY ITEM NOTES:
1. SUBSOIL EXCAVATION TO BE COMBINED WITH REGULAR EXCAVATION AND PAID UNDER PAY ITEM 120-1, EXCAVATION, CY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 ADDED, REMOVED, REVISED QUANTITIES		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50098
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8800

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

SUMMARY OF PAY ITEMS

SHEET NO. 2

12/14/2010 PAGE 44 17:09:39

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REVISED CALLOUTS		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50086
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 358-0207
CA NO.: 8600

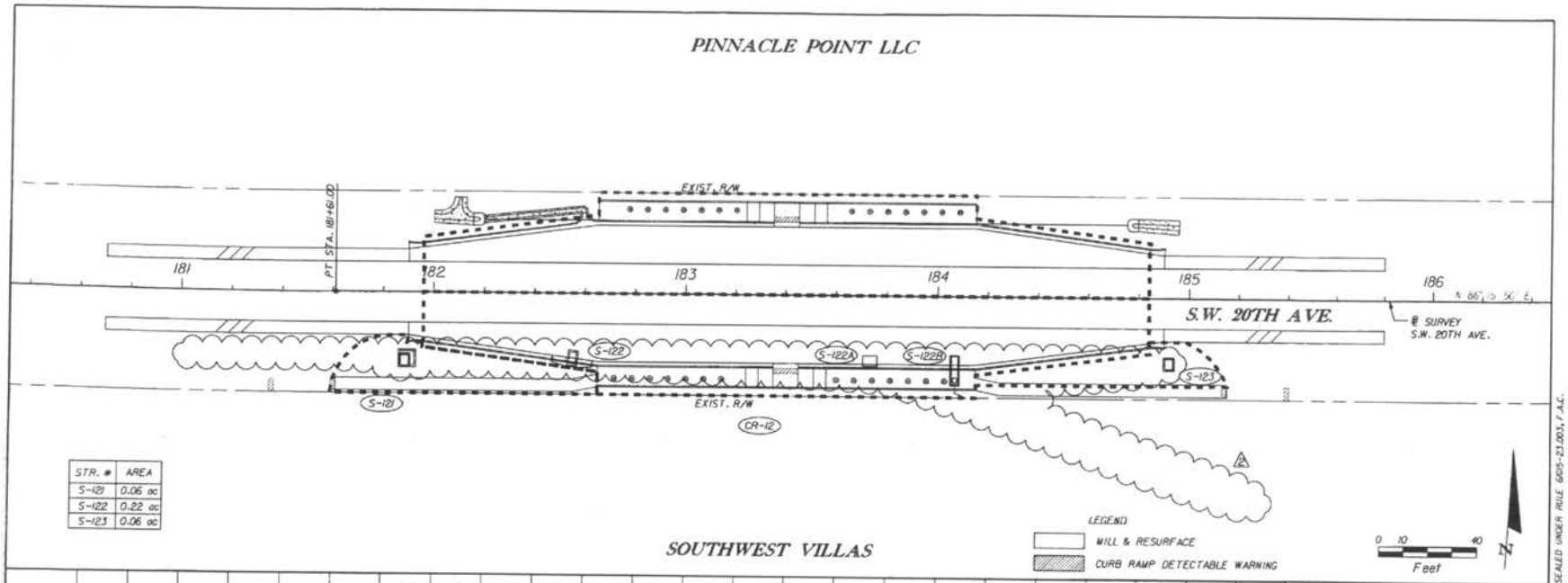
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

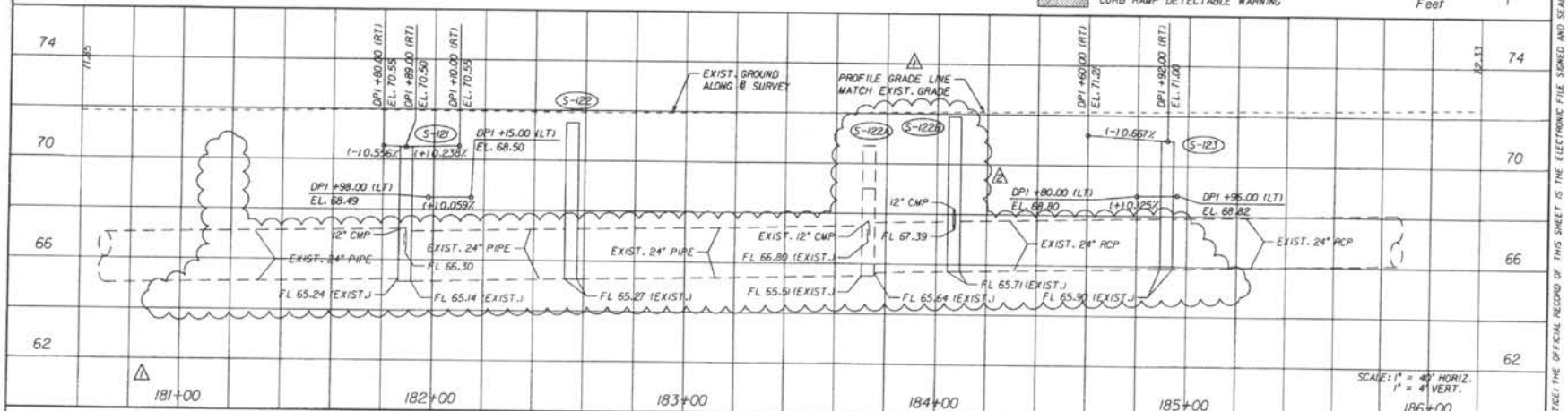
DRAINAGE MAP (1)

SHEET NO. 3

NOTICE: THE ORIGINAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



STR. #	AREA
S-121	0.06 ac
S-122	0.22 ac
S-123	0.06 ac



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ ADDED EXIST. PIPE, ADDED STA. DATA & PROFILE GRADE, REVISED STORM SEWER NETWORK		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8800

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

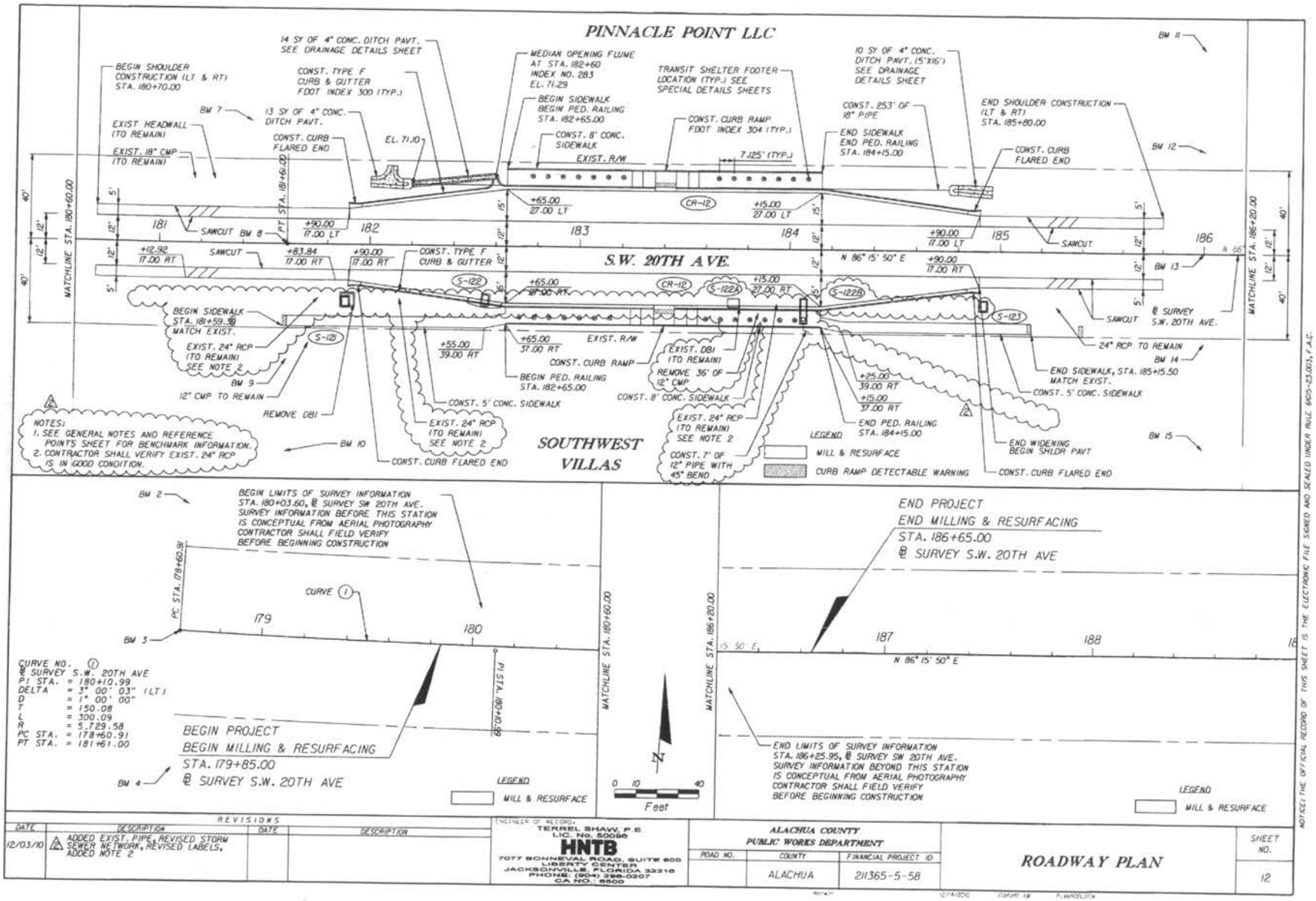
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

DRAINAGE MAP (2)

SHEET NO. 4

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

QUANTITY	STR. NO.	STATION △2	SIDE	DESCRIPTION	BARRELS	PIPE CULVERT OPTIONAL MATERIAL STORM DRAIN ROUND 0-24"	CURB INLET P-6 J BOTTOM, <10'	DITCH BOTTOM INLET D <10'	MANHOLE J-7 <10'	DITCH BOTTOM INLET D J BOTTOM, <10'	REMARKS
P											
F											
P	S-121	181+89.00	RT	DBI	1	62				1	
F											
P	S-122	182+55.00	RT	INLET	1	115	1				
F											
P	S-122A	183+73.00	RT	EXIST. DBI	1	30					CONST. CONC. TOP (PAY ITEM 425-11)
F											
P	S-122B	184+07.00	RT	MANHOLE	1	90			1		
F											
P	S-123	184+92.00	RT	DBI	1	0		1			
F											
P							



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ ADDED EXIST. PIPE, REVISED STORM SEWER NETWORK, REVISED LABELS, ADDED NOTE 2		

ENGINEER OF RECORD
TERREL SHAW, P.E.
LIC. No. 50086
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8500

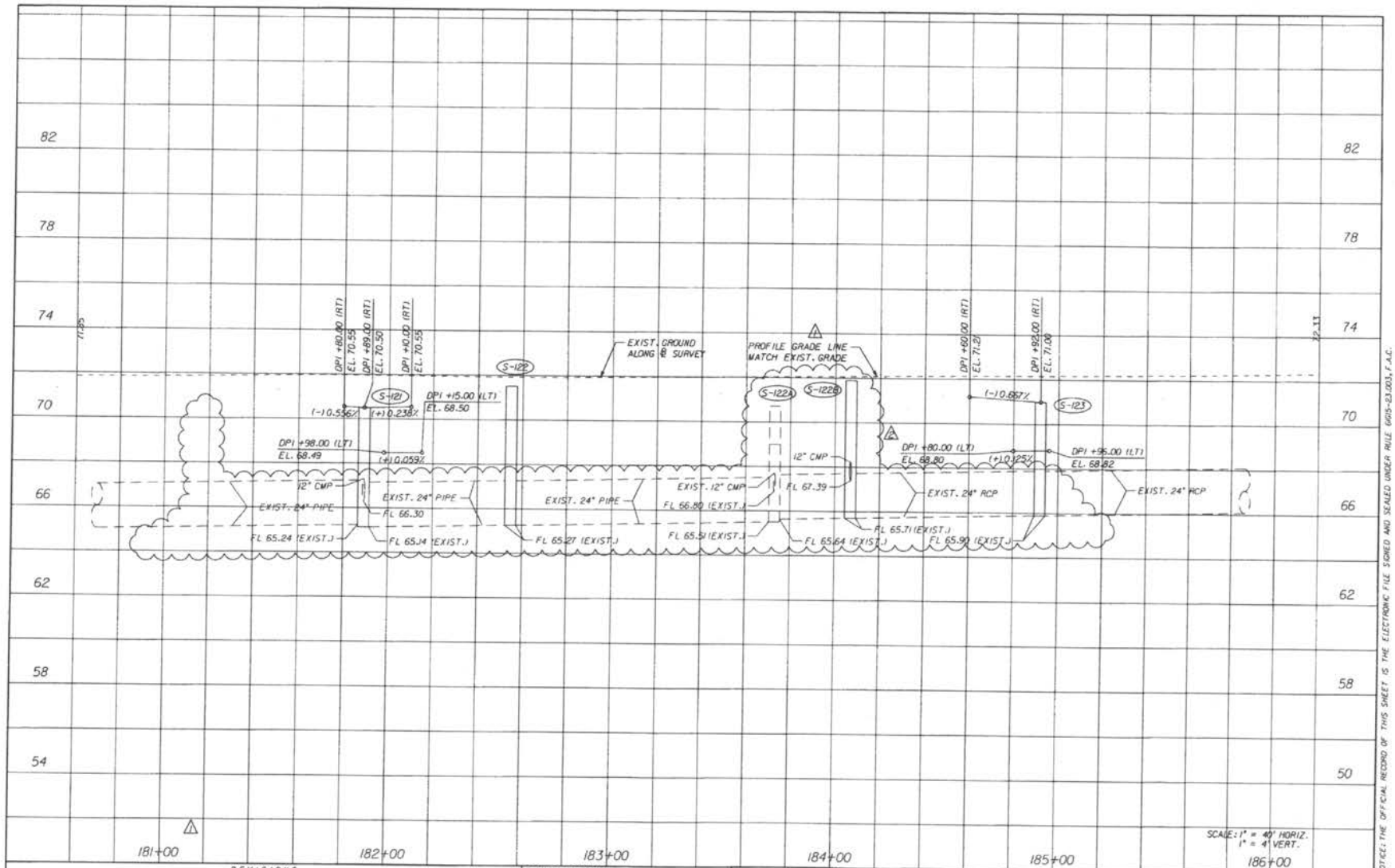
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

ROADWAY PLAN

SHEET NO. 12

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 ADDED STA. DATA & PROFILE GRADE		
12/03/10	2 REVISED STORM SEWER NETWORK		

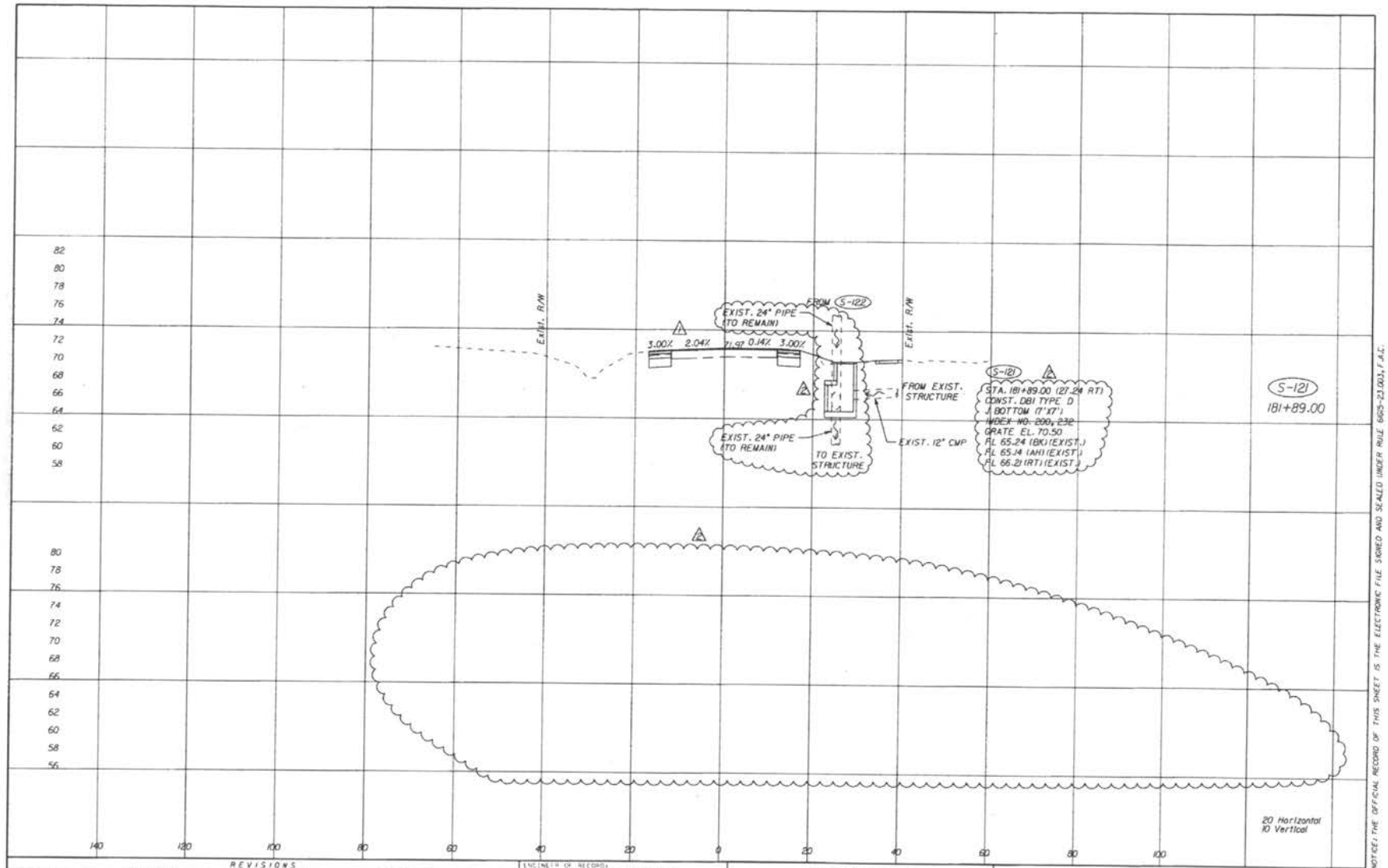
ENGINEER OF RECORD
TERREL SHAW, P.E.
LIC. No. 50099
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO: 6600

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

ROADWAY PROFILE

SHEET NO. 13



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 ADDED CROSS SLOPES		
12/03/10	2 REMOVED S-120, REVISED S-121		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0307
CA NO.: 8500

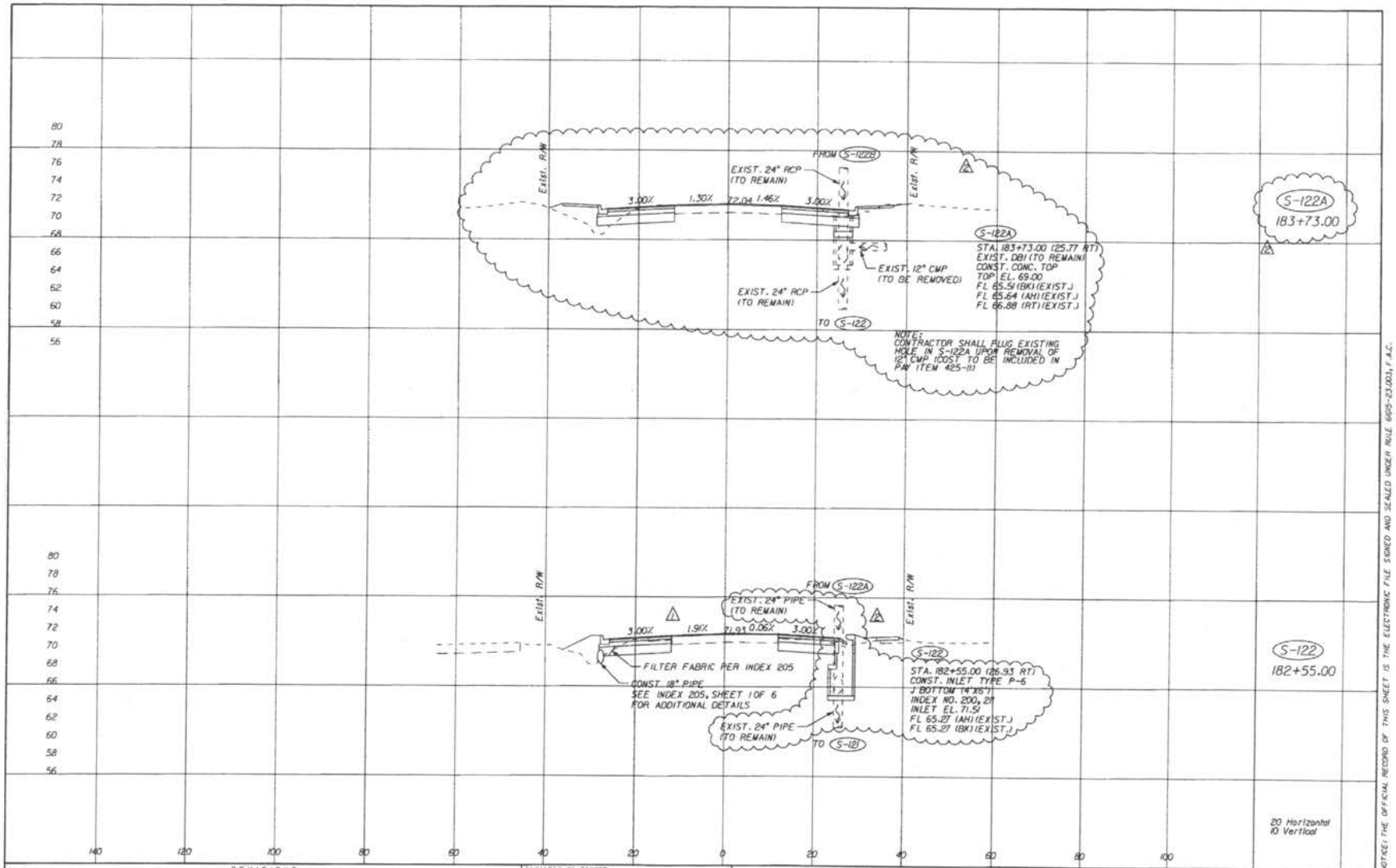
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

DRAINAGE STRUCTURES

SHEET NO. 19

NOTICE! THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 ADDED CROSS SLOPES		
12/03/10	2 REVISED S-122, ADDED S-122A		

ENGINEER OF RECORD
TERREL SHAW, P.E.
LIC. No. 50066
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO. 8500

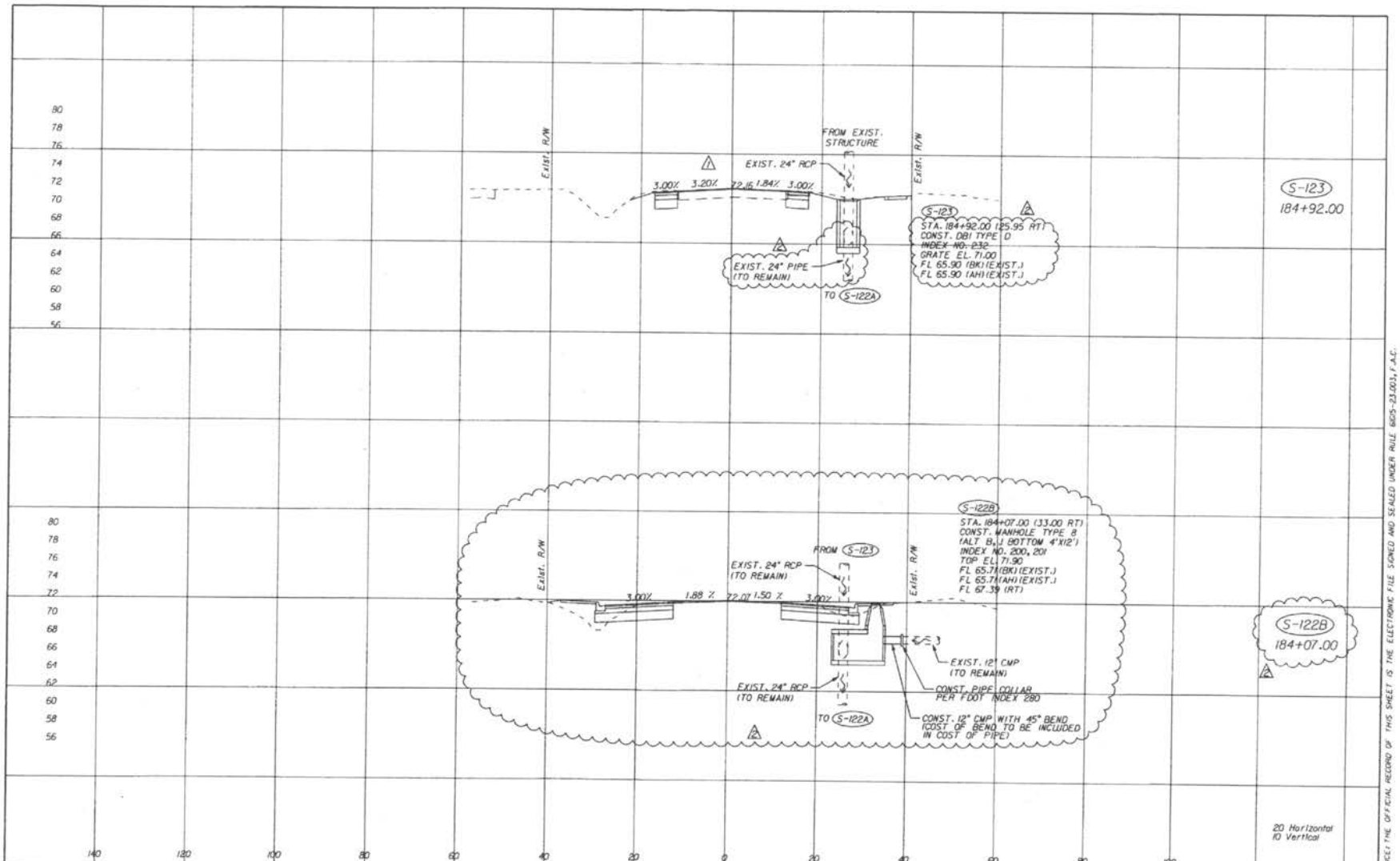
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

DRAINAGE STRUCTURES

SHEET NO. 20

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 ADDED SHEET, ADDED S-122B, REVISED S-123		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 60096
HNTB
7077 SONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8500

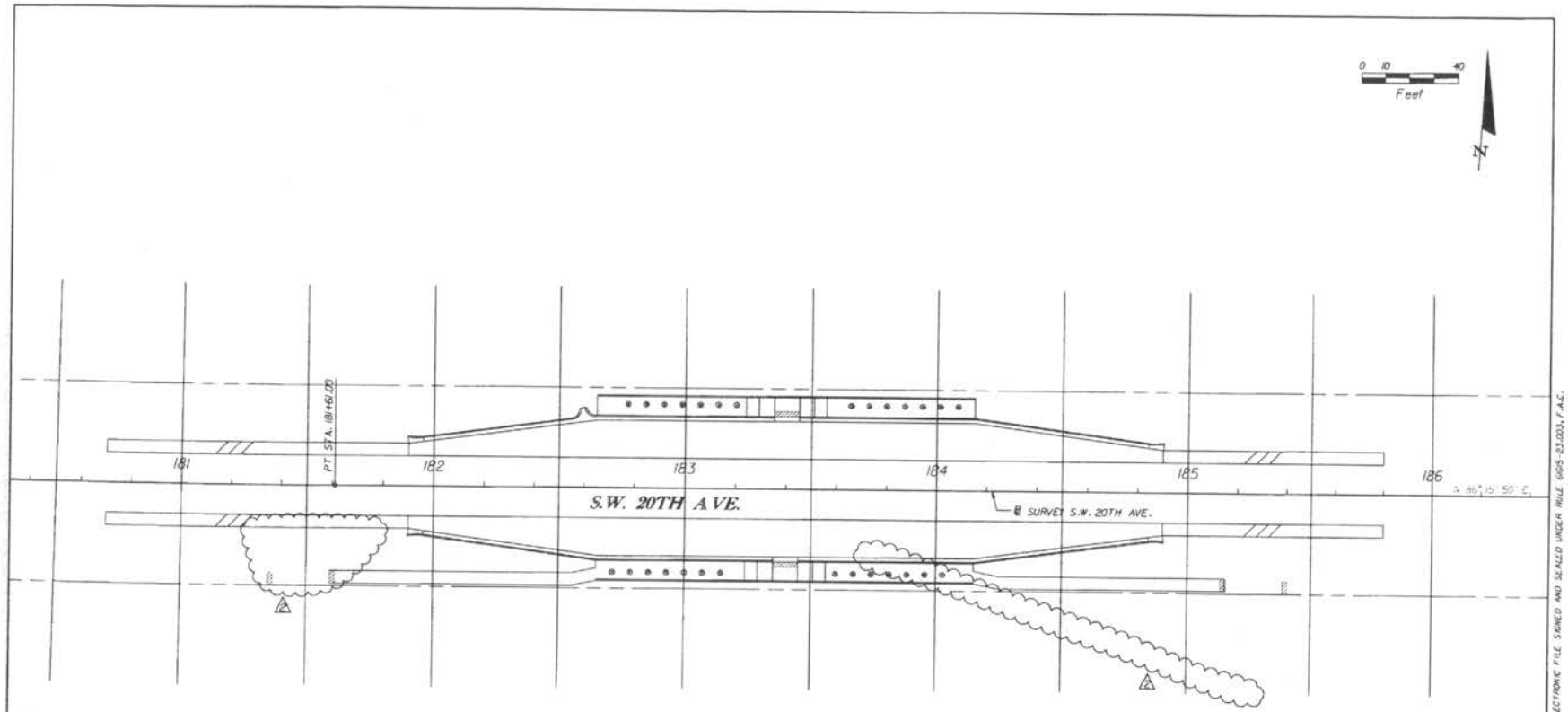
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

DRAINAGE STRUCTURES

SHEET NO. 2A 20A

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 ADDED EXIST. PIPE, REMOVED PROP. DRIVEWAY		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. NO. 50065

HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 396-0307
CA NO.: 8800

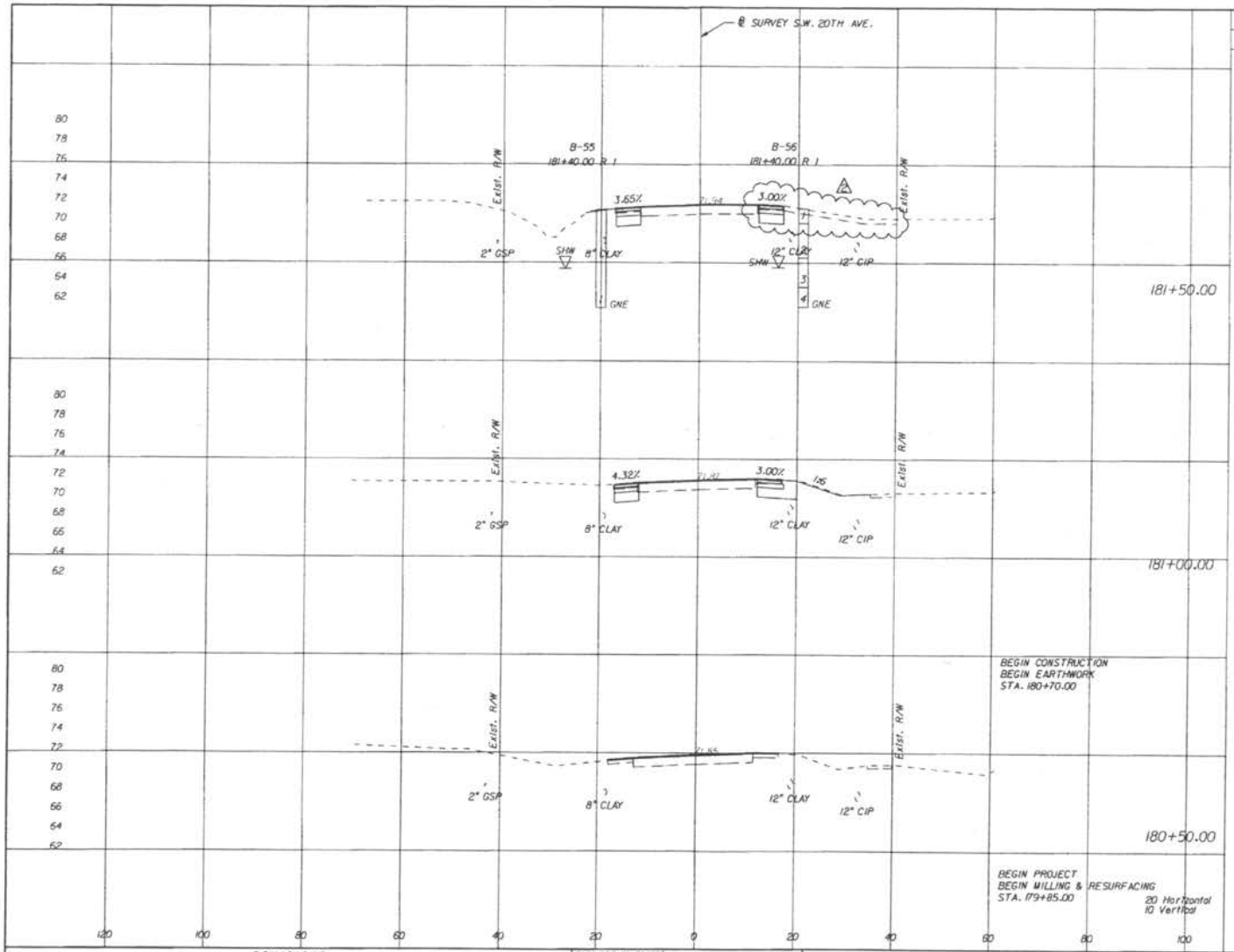
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

CROSS SECTION PATTERN

SHEET NO. 22

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



	Subsoil Exc.		Regular Exc.		Embankment	
	A	V	A	V	A	V
181+50.00	0.0		0.2		0.0	
		0		1		0
181+00.00	0.0		1.3		0.0	
		0		1		0
BEGIN CONSTRUCTION BEGIN EARTHWORK STA. 180+70.00	0.0		0.0		0.0	
180+50.00						

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠ REMOVED PROP. DRIVEWAY		

ENGINEER OF RECORD
TERREL SHAW, P.E.
LIC. NO. 50095
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8800

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

CROSS SECTIONS

SHEET NO. 24

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

TRAFFIC CONTROL NOTES:

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, 2010 EDITION INDEX 600 SERIES, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2010) AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

2. MOT DESIGN SPEED SHALL BE 35 MPH.

3. NO LANE CLOSURES ARE PERMITTED DURING NON-WORK PERIODS ON ANY ROADWAY OR ON WEEKENDS WHEN THE UNIVERSITY OF FLORIDA HAS A HOME FOOTBALL GAME BEGINNING AT 12:00 MIDNIGHT AND LASTING FOR A PERIOD OF 24 HOURS. IF ANY LANES ARE CLOSED DURING ANY PERIOD, THE CONTRACTOR SHALL BE PRESENT TO MAINTAIN TRAFFIC. ALL LANE CLOSURES SHALL BE APPROVED BY THE PROJECT ENGINEER.

4. ALL LANE CLOSURES SHALL BE REPORTED TO THE COUNTY PROJECT MANAGER AND PUBLIC WORKS AT (352) 374-5245 AT LEAST 48 HOURS PRIOR TO ANY PLANNED CLOSURES.

5. LANE CLOSURES WILL ONLY BE ALLOWED DURING THE HOURS OF 7 P.M. ON FRIDAY THROUGH 5 A.M. ON MONDAY.

6. UNLESS WRITTEN AUTHORIZATION IS OBTAINED FROM THE COUNTY ENGINEER, CHANGES IN TRAFFIC ROUTING WILL BE ACCOMPLISHED DURING OFF PEAK HOURS. MAJOR TRAFFIC SHIFTS, INTERMITTENT CLOSURES OR OTHER DETOURS SHALL BE PLANNED WITH NOTICE GIVEN AT LEAST TWO WEEKS IN ADVANCE IN ORDER TO PROVIDE ADEQUATE NOTICE TO THE TRAVELING PUBLIC. DURING PERIODS OF MAJOR SHIFTS OR CLOSURES, THE CONTRACTOR SHALL PROVIDE ADEQUATE CREW FOR INSTALLATION, MAINTENANCE, AND REMOVAL OF TRAFFIC CONTROL DEVICES (I.E., BARRICADES, SIGNS, ARROW PANELS, VMS'S, ETC.) THIS CREW SHALL CONSIST OF AT LEAST THREE MEMBERS OF THE CONTRACTOR'S WORK FORCE, ONE OF WHICH IS NOT CERTIFIED, WHOSE RESPONSIBILITY WILL BE MAINTENANCE OF TRAFFIC CONTROL. THE CONTRACTOR SHALL FURNISH A WORK VEHICLE TO AID IN MAINTAINING THE TRAFFIC CONTROL DEVICES.

7. THE CONTRACTOR SHALL OPEN ALL TRAFFIC LANES IN THE EVENT OF AN EMERGENCY OR IF THE LANE CLOSURE CAUSES A DRIVER DELAY GREATER THAN 20 MINUTES, UNTIL THE TRAFFIC IS RETURNED TO AN ACCEPTABLE FLOW AS DETERMINED BY THE ENGINEER.

8. ALL EXISTING SIGNS THAT ARE AFFECTED BY THE PROJECT SHALL BE RELOCATED AND MAINTAINED BY THE CONTRACTOR AT ALL TIMES FOR THE DURATION OF THE PROJECT. CONFLICTING EXISTING REGULATORY SIGNS ARE TO BE REMOVED OR COVERED. SIGNS THAT ARE REMOVED SHALL BE REINSTALLED ONCE THE CONFLICT IS RESOLVED.

9. POSITIVE DRAINAGE SHALL BE PROVIDED AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE THE NECESSARY TEMPORARY DRAINAGE, INCLUDING INLETS, COLLARS, PLUGS, AS NEEDED TO FACILITATE DRAINAGE OF THE PROJECT RIGHT-OF-WAY, AS APPROVED BY THE ENGINEER DURING CONSTRUCTION.

10. ALL NECESSARY DRAINAGE FACILITIES SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF ANY TRIBUTARY IMPROVEMENTS.

11. ARROWS SHOWN ON THE PLANS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT INDICATE PAVEMENT MARKINGS.

12. THIS TRAFFIC CONTROL PLAN IS NOT A SEQUENCE OF CONSTRUCTION. ONLY THOSE WORK ACTIVITIES AFFECTING EXISTING OR INTERIM TRAFFIC PATTERNS ARE ADDRESSED.

13. EXISTING LIGHTING WITHIN THE PROJECT LIMITS SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION.

14. WHENEVER GRADE DIFFERENCES EXIST BETWEEN THE PROJECT AND AN INTERSECTING STREET, TURNOUT OR CROSSOVER, THE CONTRACTOR SHALL INSTALL AND MAINTAIN 2-FOOT ASPHALT WEDGES FEATHERED TO PROVIDE A SMOOTH TRANSITION FROM THE STREET, TURNOUT OR CROSSOVER TO THE PROJECT IN ACCORDANCE WITH FDOT INDEX NO. 600 SERIES.

15. TEMPORARY BARRIER WALL IS SHOWN FOR INFORMATION PURPOSES ONLY. IF THE CONTRACTOR PROPOSES TO USE TEMPORARY BARRIER WALL, A DETAILED PLAN MEETING THE REQUIREMENTS OF THE FDOT STANDARD INDEX SHALL BE SUBMITTED AND APPROVAL SHALL BE OBTAINED FROM THE PROJECT ENGINEER PRIOR TO INSTALLATION.

16. PORTABLE CHANGEABLE VARIABLE MESSAGE (PCVM) SIGNS SHALL BE USED TO INFORM THE MOTORIST OF UPCOMING LANE CLOSURES AND LANE SHIFTS. PCVM SIGNS SHALL BE INSTALLED AT THE COMMENCEMENT OF CONSTRUCTION AND SHALL DISPLAY MESSAGES AS SHOWN IN THE TCP PLAN SHEETS. AT THE TIME THE NEW SIGNAL IS ILLUMINATED FOR ITS "BURN-IN" PERIOD, MESSAGES ON BOTH APPROACHES SHALL BE CHANGED TO "NEW SIGNAL AHEAD" AND SHALL REMAIN ACTIVE FOR 7 DAYS AFTER THE SIGNAL IS ACTIVATED. ALL COSTS FOR THE PCVM SIGNS SHALL BE PAID UNDER PAY ITEM 102-99, CHANGEABLE VARIABLE MESSAGE SIGN (TEMPORARY), EA.

17. BICYCLE AND PEDESTRIAN ACCESS SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE THE NECESSARY ADA COMPLIANT FACILITIES TO FACILITATE BICYCLE AND PEDESTRIAN ACCESS WITHIN THE PROJECT LIMITS AS APPROVED BY THE ENGINEER DURING CONSTRUCTION.

CONSTRUCTION PHASING NOTES

PHASE 1

1. ERECT ADVANCE SIGNING, STRIPING AND TRAFFIC CONTROL DEVICES AS SHOWN ON THE TRAFFIC CONTROL PLAN ADVANCE SIGNING PLAN SHEET AND IN ACCORDANCE WITH INDEX NO. 601 AND INDEX NO. 602 (OTHER INDEXES MAY APPLY).
2. CONSTRUCT TEMPORARY SIDEWALK ON THE NORTH SIDE OF SW 20TH AVE AS SHOWN IN THE TCP PLANS.
3. OBLITERATE EXISTING PAVEMENT MARKINGS AND REPLACE WITH MARKINGS SHOWN ON PHASE 1 TRAFFIC CONTROL PLAN.
4. CONSTRUCT THE SOUTH SIDE OF THE BUS BAY WITHIN THE WORKZONE SHOWN IN THE TCP PLANS.

PHASE 2

1. CONSTRUCT THE NORTH SIDE OF THE BUS BAY WITHIN THE WORKZONE SHOWN IN THE TCP PLANS.
2. REMOVE TRAFFIC CONTROL DEVICES ERECTED IN PHASE 1.

PHASE 3

1. MILL & RESURFACE S.W. 20TH AVE.
2. APPLY FRICTION COURSE
3. APPLY FINAL LAYER OF PAVEMENT MARKINGS AND RPM'S.
4. REMOVE ALL TRAFFIC CONTROL DEVICES.
5. ILLUMINATE THE NEW SIGNAL FOR ITS "BURN-IN" PERIOD.
6. PLACE PCVM SIGNS AT STA. 180+14 IN THE EASTBOUND DIRECTION AND STA. 186+64 IN THE WESTBOUND DIRECTION. MESSAGE ON BOTH SIGNS SHALL DISPLAY "NEW SIGNAL AHEAD".

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 REVISED NOTE 1, 3 & 15, ADDED NOTE 17 REVISED PHASING NOTES		
12/03/10	2 REVISED NOTE 3		

ENGINEER OF RECORD
TERREL SHAW, P.E.
LIC. No. 50066
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8600

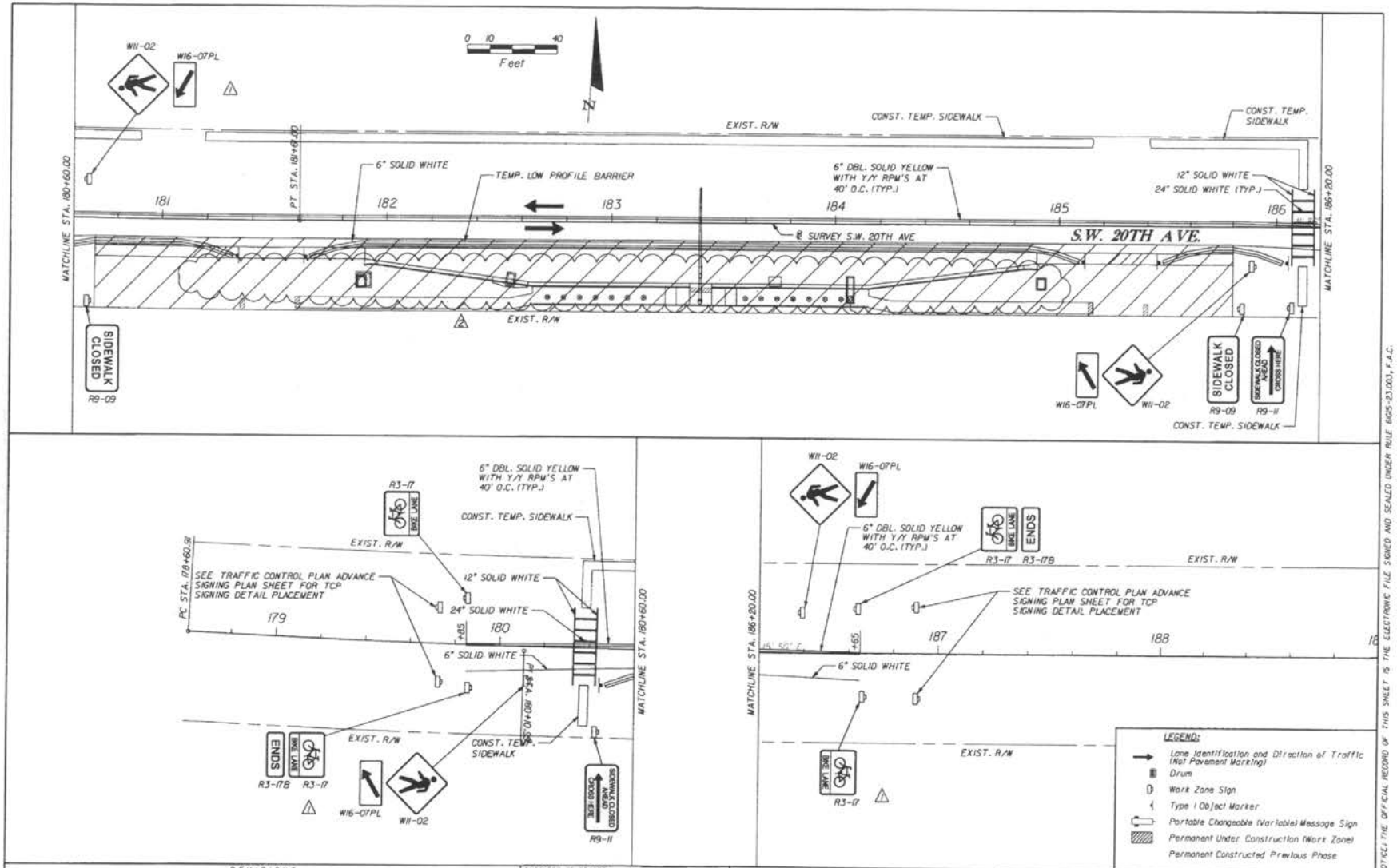
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN GENERAL NOTES

SHEET NO. 30

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.001, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 ADDED TEMP. SIDEWALK		
12/03/10	2 REVISED STORM SEWER NETWORK, REMOVED PROP. DRIVEWAY		

ENGINEER OF RECORD
TERREL SHAW, P.E.
LIC. No. 50098
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO.: 8600

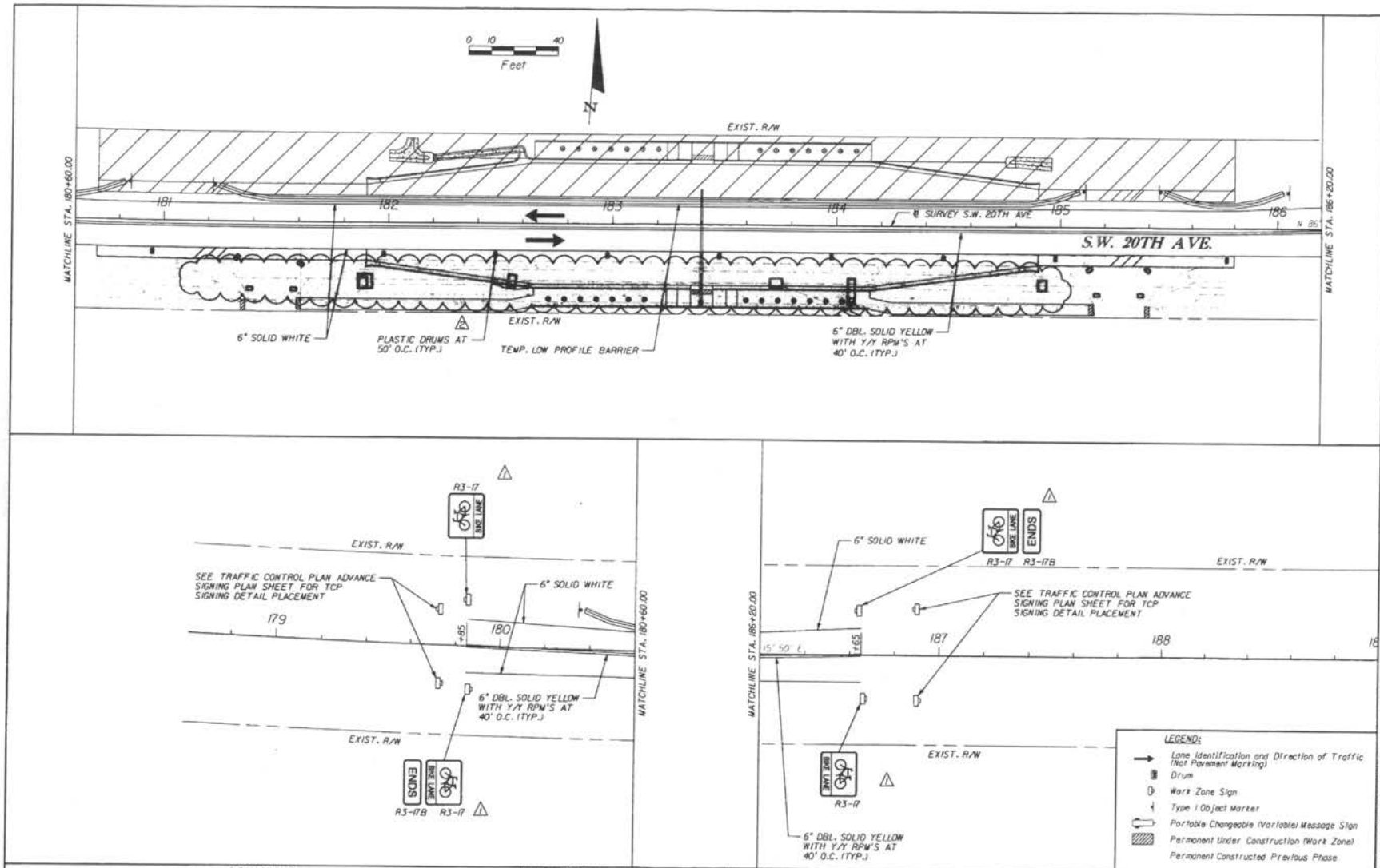
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN
PHASE 1

SHEET NO. 33

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6G5-23.003, F.A.C.



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/12/10	1 ADDED BIKE LANE SIGNS		
12/03/10	2 REVISED STORM SEWER NETWORK, REMOVED PROP. DRIVEWAY		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 500
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 998-0207
CA NO.: 8500

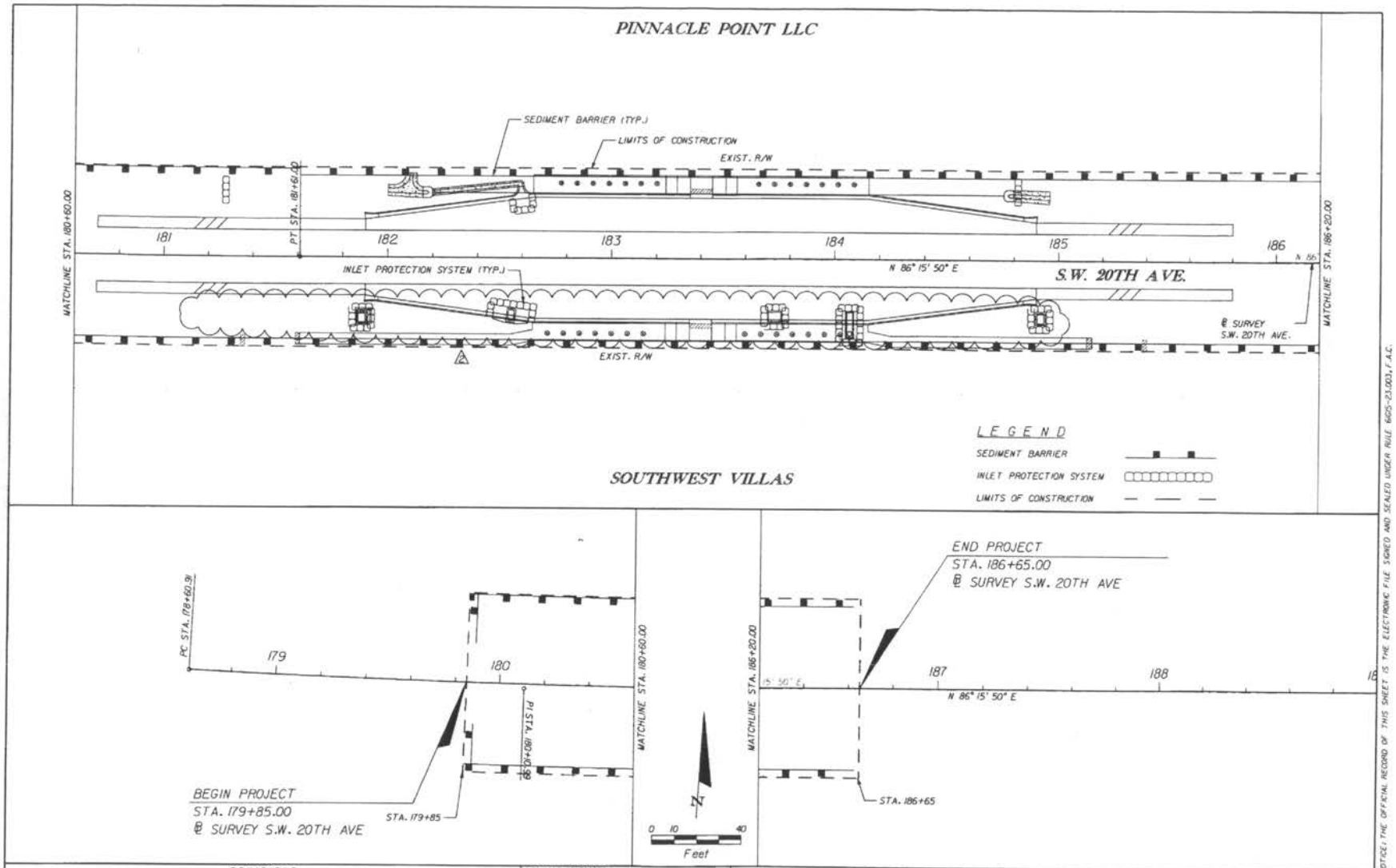
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TRAFFIC CONTROL PLAN
PHASE 2

SHEET NO. 34

2/14/2011 10:07:35 AM



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	⚠2 ADDED S-122A INLET PROTECTION, REVISED STORM SEWER NETWORK, REMOVED PROP. DRIVEWAY		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 80094
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO.: 8600

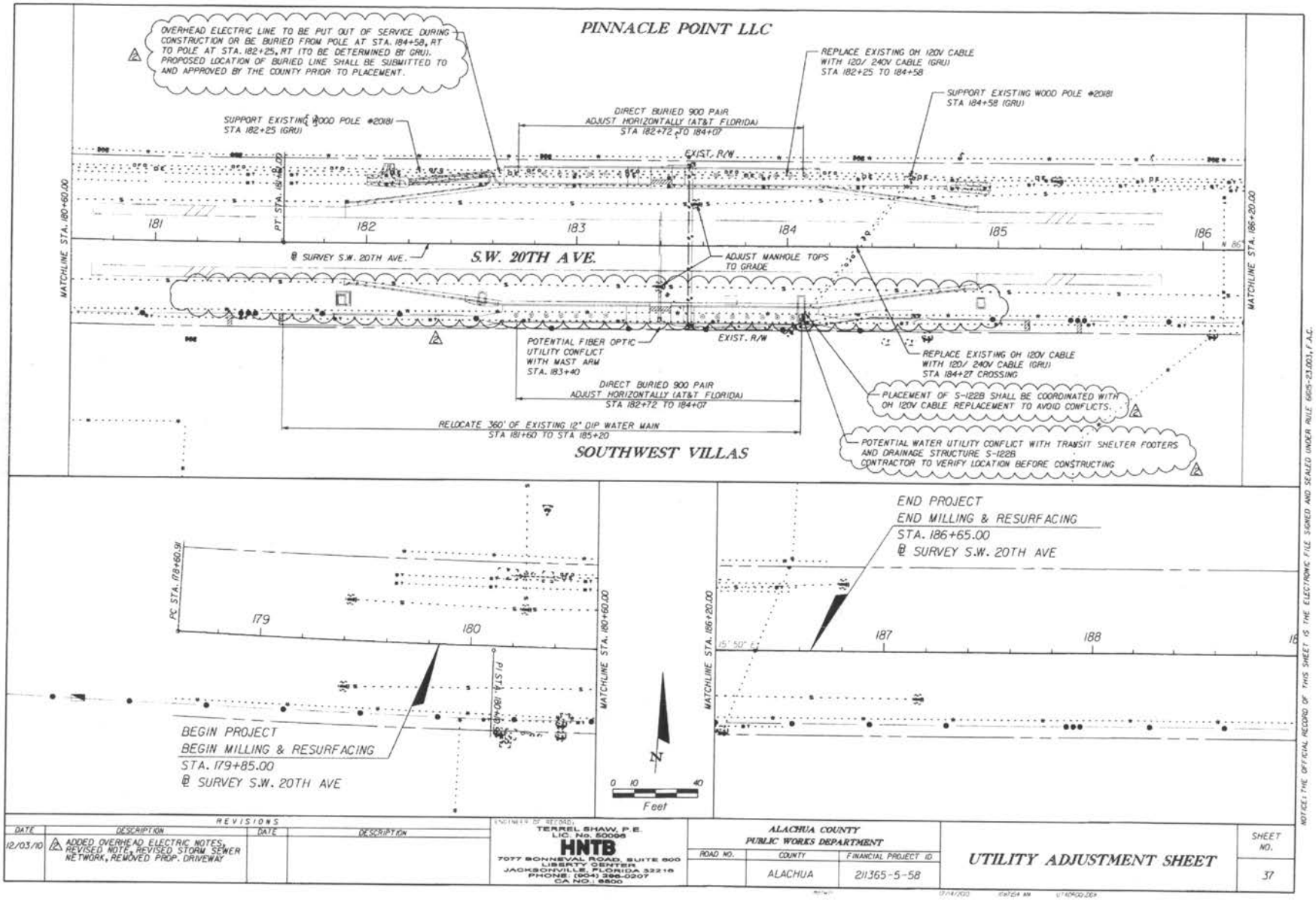
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

EROSION CONTROL PLAN

SHEET NO. 36

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 ADDED OVERHEAD ELECTRIC NOTES, REVISED NOTE, REVISED STORM SEWER NETWORK, REMOVED PROP. DRIVEWAY		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 50096
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 366-0207
CA NO.: 8800

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

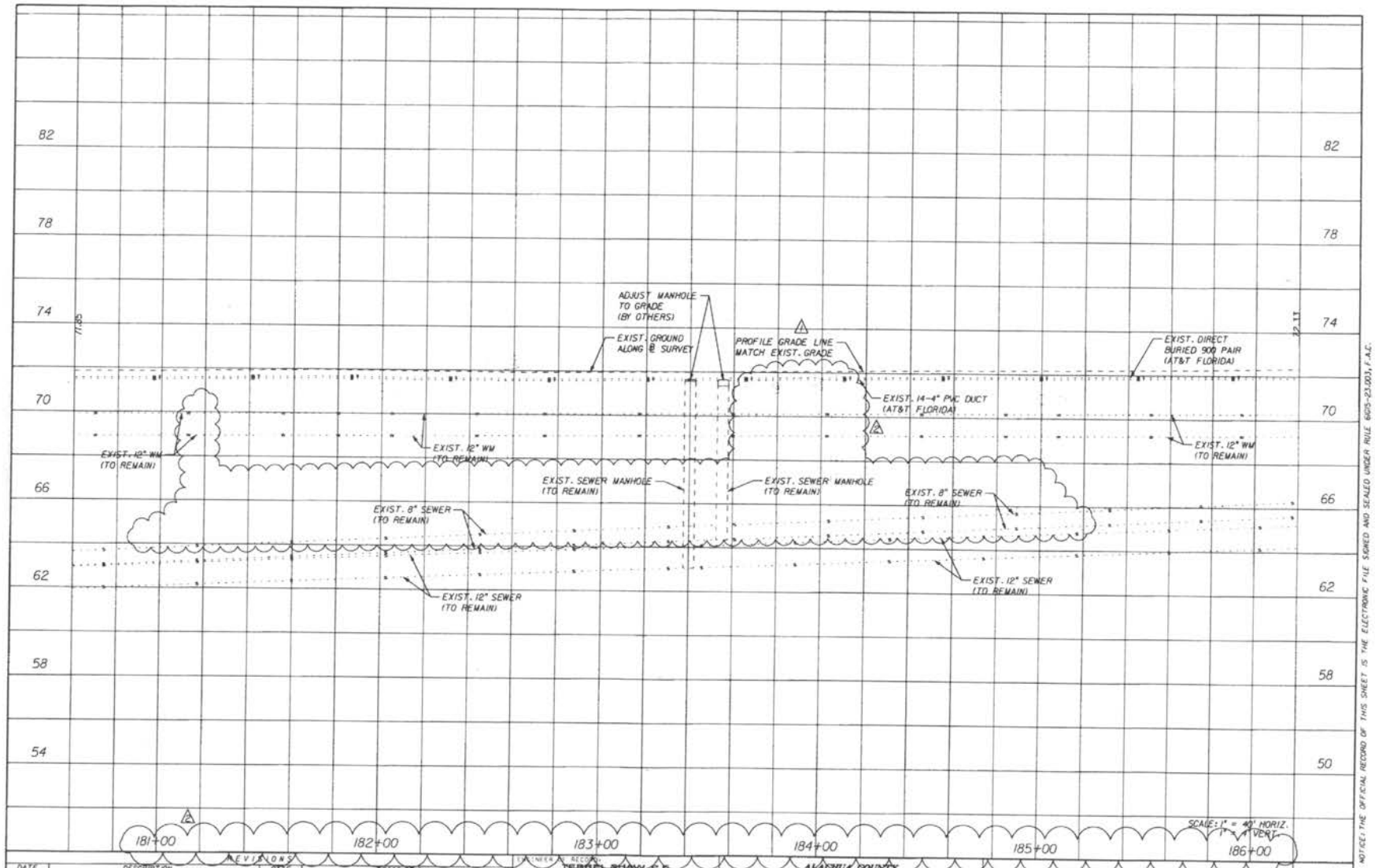
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

UTILITY ADJUSTMENT SHEET

SHEET NO. 37

12/14/2010

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/03/10	2 ADDED STA. DATA & PROFILE GRADE, REVISED STORM SEWER NETWORK		

ENGINEER OF RECORD:
TERREL SHAW, P.E.
LIC. No. 60099

HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 396-0307
CA NO.: 8600

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID.
	ALACHUA	211365-5-58

UTILITY ADJUSTMENT SHEET

SHEET NO. 38

TABULATION OF QUANTITIES

BID ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBER T-4 ORIGINAL	T-4 FINAL	TOTAL THIS SHEET	GRAND TOTAL
630-1-12	CONDUIT-SIGNALS, F&I, UNDERGROUND	LF	5135		5135	5135
630-1-14	CONDUIT-SIGNALS, F&I, UNDERGROUND-JACKED	LF	1130		1130	1130
632-7-1	CABLE-SIGNALS, F&I	PI	1		1	1
633-121-3	SIGNALS- FIBER OPTIC CABLE, F&I,UNDERGROUND (SM 51-100)	LF	6145		6145	6145
635-1-11	PULL BOXES, F&I	EA	7		7	7
635-1-15	PULL BOXES, F&I, FIBER OPTIC	EA	9		9	9
635-1-16	PULL BOXES, F&I, SPECIAL	EA	1		1	1
639-1-22	SIGNALS- ELECTRICAL POWER SERVICE (UNDERGROUND)	AS	1		1	1
639-2-1	SIGNALS- ELECTRICAL SERVICE WIRE	LF	330		330	330
649-31-303	MAST ARM ASSEMBLY (F5,W3) W/O/ LUM	EA	1		1	1
650-51-311	TRAFFIC SIGNAL (3-SECTION, 1-WAY) (LED/STD)	AS	6		6	6
653-191	PEDESTRIAN SIGNALS (LED) (1-WAY COUNT DOWN)	AS	2		2	2
659-101	SIGNAL HEAD AUXILIARIES, F&I, BACK PLATES, 3 SECTION	EA	4		4	4
659-108	SIGNAL HEAD AUXILIARIES, F&I, STEEL PEDESTAL	EA	1		1	1
663-74-12	VEHICLE DETECTOR ASSEMBLIES, F&I, INFRARED	EA	2		2	2
665-11	PEDESTRIAN DETECTOR, F&I	EA	2		2	2
670-5-111	TRAFFIC CONTROLLER ASSEMBLY (NAZTEC, TS-2, TYPE 1, MODEL 980)	AS	1		1	1
670-5-411	TRAFFIC CONTROLLER ASSEMBLY (MODIFY)	AS	1		1	1
685-128	SYSTEM AUXILIARIES (INTERFACE PANEL)	EA	2		2	2
685-140	SYSTEM AUXILIARIES (FIBER OPTIC, MODULATOR/DEMODULATOR)	EA	1		1	1
700-48-18	SIGN PANEL, INSTALL (15 or LESS SQ FT)	EA	4		4	4
786-1-13	ITS VEHICLE DETECTOR SYSTEM, F&I, MAGNETIC	EA	1		1	1

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
12/3/10	2 ADDED PAYITEM		

ENGINEER OF RECORD:
STEVEN D. MIKESELL, P.E.
FL LIC. No. 58703
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0307
CA NO. 8600

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

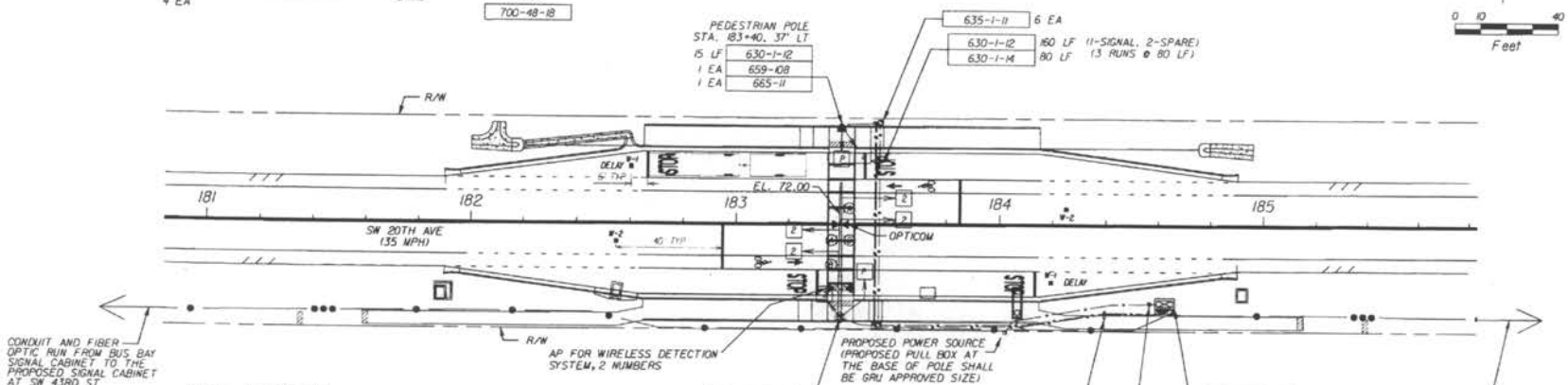
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

TABULATION OF QUANTITIES

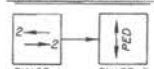
SHEET NO. T-2

12/14/2010 10:49:25 AM T-Sheet1.dgn

SIGNAL HEAD DETAILS



SOP - 1 (MODIFIED)



CONTROLLER TIMINGS								
TIMING FUNCTION								
MOVEMENT NUMBER	1	2	3	4	5	6	7	P
TIMING FUNCTION: MINIMUM GREEN	-	15	-	-	-	-	-	-
EXTENSION	-	3.5	-	-	-	-	-	-
MAXIMUM GREEN 1	-	50	-	-	-	-	-	-
MAXIMUM GREEN 2	-	70	-	-	-	-	-	-
YELLOW CLEARANCE	-	4.0	-	-	-	-	-	-
ALL RED	-	1.0	-	-	-	-	-	-
PEDESTRIAN WALK	-	-	-	-	-	-	-	7
PED. CLEARANCE	-	-	-	-	-	-	-	17
DETECTER FUNCTION	-	NL	-	-	-	-	-	-
RECALL	-	MIN	-	-	-	-	-	-

NOTES:

1. THE MAJOR STREET IS SW 20TH AVENUE (MOVEMENTS 2). THE SPEED LIMIT ON SW 20TH AVENUE IS 35 MPH.
2. NO LANE CLOSURES FROM 7:00 AM TO 7:00 PM WEEKDAYS AND FOOTBALL FRIDAYS. THE CONTRACTOR MAY REQUEST APPROVAL FROM PHILIP MANN, (352) 334-5074, CITY OF GAINESVILLE TO WORK DURING THESE HOURS.
3. THE CONTRACTOR SHALL RUN FIBER OPTIC CABLE AND CONDUIT ALONG (SOUTH SIDE) BACK OF SIDEWALK OR IN THE UTILITY STRIP ON SW 20TH AVENUE FROM SW 43RD STREET SIGNAL CABINET TO SW 34TH STREET SIGNAL CABINET.
4. THE CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATING THE PROPOSED FIBER OPTIC CABLE SIGNAL INTERCONNECT UNDER THE DIRECTION OF THE PROJECT ENGINEER. THE PROPOSED LOCATION OF THE FIBER OPTIC CABLE SIGNAL INTERCONNECT SHOWN ON THESE PLANS IS PRELIMINARY. ESTIMATED QUANTITIES ARE PROVIDED BASED ON THE PRELIMINARY INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY COORDINATION AND THE FINAL DESIGN/PLACEMENT OF THE FIBER. THE CONTRACTOR IS ALSO RESPONSIBLE FOR PROVIDING AS-BUILT PLANS IN ACCORDANCE WITH THE COUNTY AND CITY OF GAINESVILLE REQUIREMENTS FOR THE SIGNAL INTERCONNECT.
5. THE QUANTITIES SHOWN FOR FIBER OPTIC CABLE INCLUDES 25 LF OF SLACK IN EACH INTERMEDIATE FIBER OPTIC PULL BOX AND 50 LF OF SLACK IN THE SPECIAL PULL BOX NEAR THE CABINETS.
6. THE PEDESTRIAN PHASE SHALL BE ACTIVATED WHEN THE BUS BAY DETECTION (W-1) IS CALLED FOR. THE DELAY FOR THE BUS BAY DETECTION SHALL BE SET AT 20 SECONDS.
7. THE BUS BAY SIGNAL HEADS (VERTICAL) SHALL BE INSTALLED ON SIGNAL POLE AND ON THE PEDESTRIAN POLE JUST ABOVE THE PEDESTRIAN HEADS. THE HEADS SHALL BE ORIENTED TOWARDS THE BUS STOP BAR POSITION.

DETECTOR CONNECTION	
WIRELESS DETECTOR	NO. OF DETECTORS
W-1	2
W-2	2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/3/10	2 REVISED SIGNAL POLE OFFSET & ADDED PAYITEM		

ENGINEER OF RECORD:
STEVEN D. MIKESELL, P.E.
FL LIC. No. 58703
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 296-0207
CA NO. 8800

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

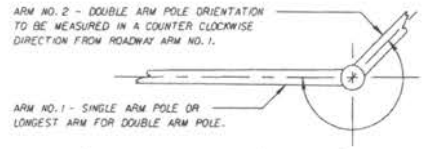
SIGNALIZATION PLAN

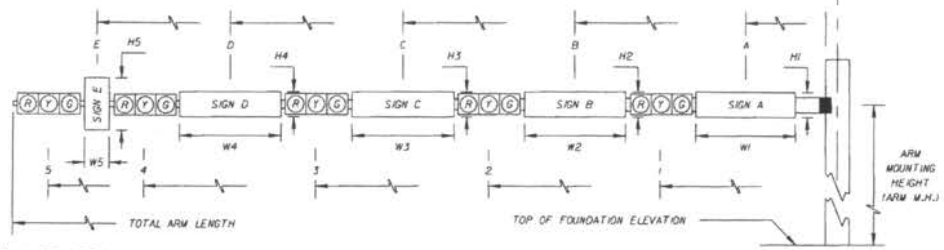
SHEET NO. T-4

PLOTTED 12/14/2010 SAVED AM PLANSSD.DGN

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

SPECIAL INSTRUCTIONS					
ID NO.	PED. BUTTON		PED. SIGNALS		MANHOLE LOCATION
A	-	P	-	P	90





* DENOTES NUMBER OF SECTIONS IN SIGNAL HEAD ASSEMBLY

						SIGNAL DATA																		SIGN DATA																				
ID NO.	SHEET NO.	LOCATION BY STA.	TOP OF FOUNDATION ELEVATION	FRONT ARM NO.	CROWN ELEV.	SIGNAL V/H	BACK PLATES Y/N	PED. SIGNAL Y/N	DISTANCE FROM POLE													TOTAL ARM LENGTH	ARM M.H.	∠ BETWEEN DUAL ARMS 90/270	A	H1	W1	B	H2	W2	C	H3	W3	D	H4	W4	E	H5	W5	PAINT COLOR
A	T-4	183+40.35' RT	71.92	1	72.00	H	Y	Y	24.5'	* 3	2 32.5'	* 3	1 36.5'	* 3	4 44.5'	* 3	5	*				50.0'	19.0'		19.5'	2.0'	6.0'	28.5'	2.5'	2.0'				40.5'	2.5'	2.0'				*
						V			00.0'	3																		28.5'	2.0'	6.0'										

* CONTACT CITY OF GAINESVILLE TRAFFIC OPERATIONS TO DETERMINE PAINT COLOR FOR SIGNAL AND PEDESTRIAN POLES.

** VERTICAL SIGNAL HEAD SHALL BE INSTALLED ON THE MAST ARM POLE ABOVE THE PEDESRIAN HEAD.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/3/10	2 STATION, OFFSET UPDATE		

ENGINEER OF RECORD:
STEVEN D. MIKESELL, P.E.
FL LIC. No. 58703
HNTB
7077 BONNEVAL ROAD, SUITE 600
LIBERTY CENTER
JACKSONVILLE, FLORIDA 32216
PHONE: (904) 256-0207
CA NO. 8500

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	211365-5-58

MAST ARM TABULATION

SHEET NO. T-5

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.001, F.A.C.

Grant Opportunity Tools

Alachua County Board of County Commissioners
P.O. Box 2877, Gainesville, Fl 32607
Contact: jdj@alachuacounty.us
352-338-7392

eCivis *Grants Network*

SUBSCRIPTION PACKET

Grant Opportunity Tools

SUBSCRIPTION PACKET INSTRUCTIONS

eCivis *GRANTS NETWORK (Formerly Grants Locator)*

1. For Community based Organizations, please see Attachment "D" to make sure you qualify.

2. Appointed members of County Advisory Boards and Commissions may qualify for a subscription. Contact John Johnson for information.

3. Provide a contact name in the space provided in Section 9 of the Memorandum of Understanding (Page 4 of this packet).

4. For Community Based Organizations, a corporate officer must sign the Memorandum of Understanding (page 5 of this packet). The signature should be witnessed/attested by another corporate officer in the space provided

5. For Community Based Organizations , sign and witness/attest Attachment D (page 16 of the packet)

6. For Community Based Organizations, please include your tax-exempt number on the signature page. (page 5 of this packet).

7. For appointed members of a County advisory board or commission, please sign the Memorandum of Understanding on Page 5 of this packet and sign Attachment E.(Page 19).

8. All subscribers should provide the information concerning Logins requested on Attachment C (page 15 of this packet)

9. For Municipalities, sign and attest the Memorandum of Understanding (Page 5 of this packet) and sign the appropriate spot of Amendment A to agreement between Alachua County and eCivis LLC. (Pages 17 and 18 of this packet)

10. For additional information and to return the signed Memorandum of Understanding:

John Johnson
Contracts and Grants Administrator - Office of Management and Budget
105 SE 1st Avenue, Suite 6 (Star Garage)- Gainesville, Florida 32601
jdj@alachuacounty.us 352.338.7392 Office - 352.338.7362 Fax

10. A copy of the fully executed agreement will be returned to you for your records

11. User Logins and passwords may only be issued after the Memorandum of Understanding is accepted by the County.

12. User Logins and initial passwords are generally sent by email to each individual or to the primary contact.

13. The County periodically offers training on *Grants Locator.* To enjoy the full benefits and to cooperate in the reporting/monitoring process, you are urged to take part in the training. Schedules of training opportunities will be sent to Subscribers by email or regular mail.

MEMORANDUM OF UNDERSTANDING
Grant Locator Access

This memorandum of understanding entered in to this _____30th_____day of _January____, 2011___ between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and_PUTNAM LAND CONSERVANCY, INC., hereinafter referred to as "SUBSCRIBER"

WHEREAS, The COUNTY has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of municipalities within its geographic boundaries; and,

WHEREAS, The COUNTY will assume the full cost of the service and its inclusions as described herein so long as the SUBSCRIBER abides and is guided by the Terms & Conditions and procedures attached hereto,

Now therefore the parties agree as follows:

TERM: This agreement shall commence on the date first written above and continue until termination of the subscription agreement between eCivis and the COUNTY or until terminated as provided herein, whichever shall first occur.

By signing below on behalf of the SUBSCRIBER, the signatory understands and agrees that the SUBSCRIBER and all of its employees will:

1. Incur no cost to the SUBSCRIBER for the services described herein, including, but not limited to, full access to *Grants Locator*, training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the SUBSCRIBER not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE SUBSCRIBER.)
2. Agree to and abide by all requirements within the Subscription Agreement and the Terms & Conditions. (Included as Attachment A) and any additional conditions that may be agreed to from time to time between COUNTY and eCivis.
3. Agree to cooperate with the COUNTY in monitoring usage and other statistics related to use of *Grant Locator*, including but not limited to those collected by *Grant Locator,* and as described in Attachment B.
4. Provide contact information for all employees designated as users,
5. Receive Usernames, passwords from the COUNTY, and full access to service,
6. Agree to all legal oversight, negotiation, or changes by the COUNTY to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.
7. The SUBSCRIBER understands that User Ids and passwords may only be used by the individual(s) or the incumbent of a position listed on the attached contact list (Attachment C) and only for purposes that benefit the citizens of Alachua County and are in accordance with this agreement.

8. The SUBSCRIBER and its employees will not share or provide their user-id and password with another employee, any agent of the SUBSCRIBER or any other person, whether such might be permissible under this agreement or not.
9. The SUBSCRIBER agrees to notify the COUNTY in a timely manner when an employee or agent of the SUBSCRIBER is no longer acting on behalf of the SUBSCRIBER. The COUNTY will deactivate that User ID or Password upon receipt of such notice.
10. The COUNTY and the SUBSCRIBER understand and agree that the contact list may from time to time be updated and names added or deleted by mutual written consent of the respective Principle Contacts, without the need to formally amend this agreement.
11. Principal Contacts are:

    For the County
    John Johnson Grants/Contracts Coordinator

    For the SUBSCRIBER

    JANIS BROWN-STALLINGS
    SECRETARY, PUTNAM LAND CONSERVANCY INC.

12. This agreement may be terminated by either party with 48 hours notice upon written notification to the respective Principal Contacts. The COUNTY may terminate this agreement without notice if it becomes credibly aware that SUBSCRIBER or its employees or agents have violated the terms of this agreement.
13. The COUNTY will provide initial training on a periodic basis. The COUNTY cannot generally provide training on demand but will schedule periodic training sessions and notify the SUBSCRIBER of the time and place.
14. This agreement may be modified from time to time by mutual written agreement of the parties.

This Memorandum of Understanding, along with the attachments hereto, constitute the entire understandings buy the parties

In witness whereof the parties have caused this Memorandum of Understanding to be executed for the uses and purposes therein expressed on the day and year first above written.

Alachua County

Suzanne Gable
Office of Management and Budget

Witness to Ms. Gable

Approved as to Form by the Alachua County Attorney accepted by the Board of County Commissioners at their regular meeting on September 23, 2003

Subscriber

By: Janis Brown-Stallings

Print: Janis Brown-Stallings

Title: Secretary P.L.C.

Date: 2/8/2011

Tax ID Number: 010861643

Attest or Witness

By: _____

Print: Sara Lowe

Title: Contract Admin

Date: 2/8/2011

ATTACHMENT A

eCIVIS
GRANTS LOCATOR

SUBSCRIPTION AGREEMENT
Between

eCivis.com LLC, a Delaware limited liability company ("eCivis")

Date 8-29-2003
Contract No. 20063

Address: 150 E. Colorado Boulevard, Suite 215
Pasadena, CA 91105
Phone: (877) 232-4847
Principal Contact: **Amy Driver**
Customer Name, type of entity, and jurisdiction: **County of Alachua, FL**

Address: **County of Alachua**
Office of Mgmt. And Budget
105 SE 1st Avenue
Gainesville, FL 32607
Phone: **(352) 374-5204**
Principal Contact and Master Access Holder: **John Johnson, Grants Contract Adminsitrator**

This Agreement provides for eCivis to grant access to your Access Holders, on a password-restricted basis, through the Internet, the following products for the following fees ("Fees"):

Grants Locator software and databases: Federal, Florida, and Foundation Version

- **$46,500 for Unlimited Access Holders (This reflects a 15% Manager's Discount on all accesses and an initial Free Month of service (September 1, 2003 – September 30, 2003.)**
- **Term:** September 1, 2003 to September 30, 2004 (the "Termination Date")
- **Toll Free Customer Support (877-2-eCivis) and training included**

Access, usage, and information sharing is limited to employees of:

Alachua County	**Community Based Organizations within the County**	
City of Alachua	**City of Archer**	**City of Hawthorne**
City of High Springs	**City of Lacrosse**	**City of Micanopy**
City of Newberry	**City of Waldo**	**City of Gainesville**

(Municipal inclusion is subject to signature of Amendment A, and agreement to all Terms & Conditions herein, by a representative of each Municipality)

This Agreement, including the *Terms and Conditions* is the complete and exclusive statement of the agreement between the parties.

ATTACHMENT A

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

eCivis.com, LLC

By:_____

Karl T. Rectanus
Director, East Coast Operations
eCivis.com, LLC

County of Alachua, FL

By:_____

_____
Print Name

_____
Print Title

_____
Date

ATTACHMENT A

TERMS AND CONDITIONS

1. **General.** "You" means the single end-user organization executing this Agreement.

"Access Holder" means each individual that is an employee of your organization that uses *Grants Locator*.

"Grants Locator" means the most current version of the online grants database libraries. eCivis reserves the right to discontinue *Grants Locator* at any time by giving written notice to you.

2. **License.** eCivis grants you, subject to this Agreement, a nonexclusive, nontransferable right and license.

1. To permit each allowed Access Holder to access *Grants Locator* through the Internet.

2. To create printouts, download and store in electronic form, and re-purpose *Grants Locator* for internal use in connection with your normal business activities.

You may not engage in such activity if it is for commercial sale, redistribution, broadcast or transfer of such materials. You agree not to rent, lease, sublicense, distribute, or transfer any information to entities or people outside your organization. You agree to take all reasonable steps to protect *Grants Locator* from unauthorized access, copying, or use.

If people or entities outside your organization use your usernames to access *Grants Locator*, eCivis reserves the right to terminate this contract.

3. **Passwords.** You agree to assume sole responsibility for the security of your passwords.

4. **Help Desk.** eCivis maintains a help desk from 9 AM to 5 PM Pacific Time capable of providing technical assistance for *Grants Locator*. eCivis does not hold itself out as a professional expert and advisor regarding your computer or information needs.

5. **Your Responsibilities.** You are responsible for determining whether the *Grants Locator* will achieve the results you desire; You are responsible for adopting reasonable measures to limit your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions in *Grants Locator*. You agree to indemnify and hold eCivis, its managers, members, officers, employees, harmless from and against any loss, claims, demands, expenses, or liability of whatever nature or kind of you or any third parties arising out of your use of *Grants Locator*.

6. **Term.** The initial term of this Agreement shall commence on the date set forth above and end on the Termination Date.

7. **Fees.** eCivis will charge, and you agree to pay, the Fees. Payments for all sums properly invoiced shall be made within 45 days in accordance with the provisions of § 218, Part VII Florida Statutes (AFlorida Prompt Payment Act@) and the Alachua County Prompt Payment Procedure. (Available at http://www.co.alachua.fl.us/ and on file with eCivis as printed on date of signing.)

8. **Changes.** eCivis reserves the right to change its fees and any other terms and conditions, at any time, effective upon publication. These changes will NOT affect any existing contract Term.

ATTACHMENT A

9. Proprietary Protection. eCivis is the sole owner of Grants Locator and any associated intellectual property rights. eCivis claims U.S. and foreign copyright ownership with respect to Grants Locator. You agree not to remove any copyright notices from printouts of *Grants Locator*. Regardless of any conflicting language elsewhere in this agreement, the County retains the right to (1) disclose any information as required by § 119, Florida Statutes, or (2) retain copies of documents in accordance with Florida law.

10. Indemnification. If a third party claims that *Grants Locator* or your use of *Grants Locator* pursuant to this Agreement infringes any U.S. patent, copyright, or trade secret, eCivis will defend you and all Access Holders against such claim at eCivis's expense and pay all damages that a court finally awards, provided that you promptly notify eCivis in writing of the claim, and allow eCivis to control, and cooperate with eCivis in, the defense or any related settlement negotiations. If such a claim is made or appears possible, eCivis may, at its option, secure for you the right to continue to use the Product, modify or replace the Product with equivalent information so they are noninfringing, or, if neither of the foregoing options is available in eCivis's sole judgment, terminate this Agreement by paying you a credit equal to the portion of previously paid fees and charges allocable to the remaining term of this Agreement. THIS PARAGRAPH STATES ECIVIS'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

11. Limitations. eCivis shall employ due care and attention in obtaining and maintaining *Grants Locator*. However, you acknowledge that any collection and compilation of data entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, you agree that the Grants Locator is provided "as is"; eCivis makes no representation or warranty with respect to their accuracy, completeness, and eCivis specifically disclaims any other warranty, express, implied, or statutory, including, any warranty of merchantability or fitness for a particular purpose. eCivis shall not be liable because of any such errors, omissions, delays, or losses, including data losses and corruption, unless caused by eCivis's gross negligence or willful misconduct. You further agree that in no event will the total aggregate liability of eCivis for any claims, losses, or damages arising under this agreement and services performed hereunder, whether in contract or tort, including negligence, exceed the total amount paid by you to eCivis during the preceding twelve-month period, even if eCivis has been advised of the possibility of such potential claim, loss, or damage.

You acknowledge that eCivis is not a consulting firm or a grant-writing firm. You agree always to read the full original grant notice provided. You acknowledge that eCivis does not warrant that use of the *Grants Locator* will result in any grant acquisition. You acknowledge that *Grants Locator* may not include all potential data. Specifically, eCivis makes no warranty that *Grants Locator* has all grants that the federal or a state government may have available.

12. Default. Should you fail to pay Fees due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with eCivis, eCivis may, at its option, in addition to other available remedies, terminate this Agreement provided that it first gives you fifteen (15) days' prior notice to permit you to cure your default. eCivis reserves the right, with or without notice, to suspend access to or use of any Product in the event of any delinquency or default. eCivis may elect, in eCivis's sole discretion, after delinquency, to terminate all personal information and settings associated with an Access Holder. Such information and settings will be unrecoverable after such termination.

13. **Force Majeure.** eCivis shall not be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond the reasonable control of eCivis; equipment, or telecommunications failure; labor dispute; or failure of any third party to perform any agreement with eCivis that adversely affects eCivis's ability to perform its obligations hereunder.

14. **Governing Law.** Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida as it applies to a contract made and performed in such state.

********** End of Terms and Conditions **********

ATTACHMENT A

Amendment A

Municipal Inclusion – User Agreement

The County of Alachua has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of 8 municipalities within its geographic boundaries. The County of Alachua will assume the full cost of the service and its inclusions as described herein so long as the municipalities abide and are guided by the Terms & Conditions listed.

By signing below on behalf of a municipality, the signatory agrees the municipality and all of its employees will:

- Incur no cost to their municipality for the services described herein, including, but not limited to, full access to *Grants Locator*, initial phone training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the municipality not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE MUNICIPALITY.)
- Agree to and abide by all requirements within this Subscription Agreement and the Terms & Conditions.
- Provide contact information for all employees designated as users,
- Receive Usernames, passwords, and full access to service, and,
- Agree to all legal oversight, negotiation, or changes by the County of Alachua to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.

City of Alachua

By:_____

Print Name

Print Title

Date

City of Archer

By:_____

Print Name

Print Title

Date

City of Hawthorne

By: Joan Ellen Vause

JOAN ELLEN VAUSE

Print Name

INTERIM CITY MANAGER

Print Title

1/28/2011

City of High Springs

By:_____

Print Name

Print Title

ATTACHMENT A

Date

City of Lacrosse

By:_____

_____
Print Name

_____
Print Title

_____
Date

Date

City of Micanopy

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Newberry

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Waldo

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Gainesville

By:_____

_____
Print Name

_____
Print Title

_____
Date

ATTACHMENT B

Information Collection

To evaluate use and value of this subscription, the County intends to collect and monitor the following statistics for the various groups of users: Much of this information will be automatically collected by *Grants Locator*.

INFORMATION COLLECTED AUTOMATICALLY

TOTAL SEARCHES

County
Each Participating Municipality
Each Community Based Group.
Cumulative for all Municipalities
Cumulative for all Community based groups
Cumulative for all Groups

GRANTS SAVED

Report is broken down by groups as listed above
Includes those grants that the organization or agency felt warranted a "second look".

INFORMATION THAT REQUIRES USER INPUT IN THE "NOTES" FIELD

GRANTS CONSIDERED and GRANTS APPLIED FOR

Report is broken down by groups as listed above.
This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered

- Name of Agency/Organization referred to (if other than Users organization) Date
- Action taken (applied for (see below) deferred, decided not to apply)
- If the decision was NOT to apply, indicate why (no match, not enough staff, not in our mission, etc)
- Date award decision will be announced.
- Amount applied for
- Partnerships (joint applications/letters of support)

ATTACHMENT B

GRANTS AWARDED/DENIED

Report is broken down by groups as listed above.

This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered

- Date of denial
- Awarded or Denied
- If awarded, expected date of award and period covered
- Amount awarded

ATTACHMENT C

GRANTS LOCATOR SIGN-UP SHEET

PLEASE PRINT

Contact (If Applicable) for Putnam Land Conservancy, Inc
Name of Organization or Affiliation

Janis Brown-Stallings
NAME

188 Little Orange Lake Dr. Hawthorne
ADDRESS

352-481-4586
PHONE

flowersfour@gmail.com
EMAIL

HTTP://W.W.W. Putnamlandconservancy.org
ADDRESS OF ORGANIZATIONS' HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED: 4

PLEASE PRINT

	NAME	TITLE/POSITION	EMAIL AND ADDRESS/TELEPHONE
1	JANIS BROWN-STALLINGS	SECRETARY, PLC	FLOWERSFOUR@GMAIL.COM
2	ROBERT BLOUNT	EXECUTIVE DIRECTOR, PLC	ROBBLOUNT@MINDSPRING.COM
3	RANDI CAMEON	GRANT WRITER	RCAMEON@COX.NET
4	BOB VIRNSTEIN	BOARD MEMBER, PLC	REVIRNSTEIN@GMAIL.COM
5	Ellen Vause	Interim City Manager	EVAUSE@CITYOFHAWTHORNE.NET

USE ADDITIONAL PAGES OR ATTACH A SEPARATE LIST]

ATTACHMENT D

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR *GRANTS LOCATOR* ACCESS FOR
COMMUNITY BASED ORGANIZATIONS ONLY

GRANTS LOCATOR COMMUNITY BASED ORGANIZATION GUIDELINES

The Subscriber warrants that they:

1) have an office located within Alachua County
2) offer services that directly benefit the residents of Alachua County
3) offer services on a non-discriminatory basis.
4) comply with all federal non-discrimination laws
5) are organized under the IRS Code section 501C

Alachua County

Suzanne Gable

Suzanne Gable
Office of Management and Budget

Witness to Ms. Gable

Subscriber

By: Janis Brown-Stallings

Print: Janis Brown-Stallings

Title: Secretary, P.L.C.

Date: 2/8/2011

Tax ID Number: 21C8616463

Attest or Witness

By:

Print: Sara Latimer

Title: Contract Analyst

Date: 2/8/2011

Amendment A to Agreement between eCivis LLC and Alachua County
Municipal Inclusion – User Agreement

The County of Alachua has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of 8 municipalities within its geographic boundaries. The County of Alachua will assume the full cost of the service and its inclusions as described herein so long as the municipalities abide and are guided by the Terms & Conditions listed.

By signing below on behalf of a municipality, the signatory agrees the municipality and all of its employees will:

- Incur no cost to their municipality for the services described herein, including, but not limited to, full access to *Grants Locator*, initial phone training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the municipality not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE MUNICIPALITY.)
- Agree to and abide by all requirements within this Subscription Agreement and the Terms & Conditions.
- Provide contact information for all employees designated as users,
- Receive Usernames, passwords, and full access to service, and,
- Agree to all legal oversight, negotiation, or changes by the County of Alachua to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.

City of Alachua

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Archer

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Hawthorne

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of High Springs

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Lacrosse

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Micanopy

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Newberry

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Waldo

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Gainesville

By:_____

_____
Print Name

_____
Print Title

_____
Date

ATTACHMENT E

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

FOR *GRANTS LOCATOR* ACCESS FOR
APPOINTED MEMBERS OF COUNTY ADVISORY BOARDS AND COMMISSIONS

GRANTS LOCATOR ADVISORY BOARD GUIDELINES

The Subscriber warrants that they:

1). Are currently an appointed member of a County advisory Board or Commission
2). Will use *Grants Locator* for the benefit of the citizens of Alachua County

Alachua County

_____
Suzanne Gable
Office of Management and Budget

_____
Witness to Ms. Gable

Subscriber

By: _____

Print: _____

Advisory Board/Commission Name

_____

Term Expiration: _____

Date: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

Grant Opportunity Tools

Alachua County Board of County Commissioners
P.O. Box 2877, Gainesville, Fl 32607
Contact: jdj@alachuacounty.us
352-338-7392

eCivis *Grants Network*

SUBSCRIPTION PACKET

Grant Opportunity Tools

SUBSCRIPTION PACKET INSTRUCTIONS

eCivis *GRANTS NETWORK (Formerly Grants Locator)*

1. For Community based Organizations, please see Attachment "D" to make sure you qualify.

2. Appointed members of County Advisory Boards and Commissions may qualify for a subscription. Contact John Johnson for information.

3. Provide a contact name in the space provided in Section 9 of the Memorandum of Understanding (Page 4 of this packet).

4. For Community Based Organizations, a corporate officer must sign the Memorandum of Understanding (page 5 of this packet). The signature should be witnessed/attested by another corporate officer in the space provided

5. For Community Based Organizations , sign and witness/attest Attachment D (page 16 of the packet)

6. For Community Based Organizations, please include your tax-exempt number on the signature page. (page 5 of this packet).

7. For appointed members of a County advisory board or commission, please sign the Memorandum of Understanding on Page 5 of this packet and sign Attachment E.(Page 19).

8. All subscribers should provide the information concerning Logins requested on Attachment C (page 15 of this packet)

9. For Municipalities, sign and attest the Memorandum of Understanding (Page 5 of this packet) and sign the appropriate spot of Amendment A to agreement between Alachua County and eCivis LLC. (Pages 17 and 18 of this packet)

10. For additional information and to return the signed Memorandum of Understanding:

John Johnson
Contracts and Grants Administrator - Office of Management and Budget
105 SE 1st Avenue, Suite 6 (Star Garage)- Gainesville, Florida 32601
jdj@alachuacounty.us 352.338.7392 Office - 352.338.7362 Fax

10. A copy of the fully executed agreement will be returned to you for your records

11. User Logins and passwords may only be issued after the Memorandum of Understanding is accepted by the County.

12. User Logins and initial passwords are generally sent by email to each individual or to the primary contact.

13. The County periodically offers training on *Grants Locator*. To enjoy the full benefits and to cooperate in the reporting/monitoring process, you are urged to take part in the training. Schedules of training opportunities will be sent to Subscribers by email or regular mail.

MEMORANDUM OF UNDERSTANDING
Grant Locator Access

This memorandum of understanding entered in to this 21st day of April, 2011 between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and Cotton Club Museum & Cultural Center hereinafter referred to as "SUBSCRIBER"

WHEREAS, The COUNTY has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of municipalities within its geographic boundaries; and,

WHEREAS, The COUNTY will assume the full cost of the service and its inclusions as described herein so long as the SUBSCRIBER abides and is guided by the Terms & Conditions and procedures attached hereto,

Now therefore the parties agree as follows:

TERM: This agreement shall commence on the date first written above and continue until termination of the subscription agreement between eCivis and the COUNTY or until terminated as provided herein, whichever shall first occur.

By signing below on behalf of the SUBSCRIBER, the signatory understands and agrees that the SUBSCRIBER and all of its employees will:

1. Incur no cost to the SUBSCRIBER for the services described herein, including, but not limited to, full access to *Grants Locator*, training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the SUBSCRIBER not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE SUBSCRIBER.)
2. Agree to and abide by all requirements within the Subscription Agreement and the Terms & Conditions. (Included as Attachment A) and any additional conditions that may be agreed to from time to time between COUNTY and eCivis.
3. Agree to cooperate with the COUNTY in monitoring usage and other statistics related to use of *Grant Locator*, including but not limited to those collected by *Grant Locator,* and as described in Attachment B.
4. Provide contact information for all employees designated as users,
5. Receive Usernames, passwords from the COUNTY, and full access to service,
6. Agree to all legal oversight, negotiation, or changes by the COUNTY to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.
7. The SUBSCRIBER understands that User Ids and passwords may only be used by the individual(s) or the incumbent of a position listed on the attached contact list (Attachment C) and only for purposes that benefit the citizens of Alachua County and are in accordance with this agreement.

8. The SUBSCRIBER and its employees will not share or provide their user-id and password with another employee, any agent of the SUBSCRIBER or any other person, whether such might be permissible under this agreement or not.
9. The SUBSCRIBER agrees to notify the COUNTY in a timely manner when an employee or agent of the SUBSCRIBER is no longer acting on behalf of the SUBSCRIBER. The COUNTY will deactivate that User ID or Password upon receipt of such notice.
10. The COUNTY and the SUBSCRIBER understand and agree that the contact list may from time to time be updated and names added or deleted by mutual written consent of the respective Principle Contacts, without the need to formally amend this agreement.
11. Principal Contacts are:

For the County
John Johnson Grants/Contracts Coordinator

For the SUBSCRIBER
Vivian Filer
President/Chairman

12. This agreement may be terminated by either party with 48 hours notice upon written notification to the respective Principal Contacts. The COUNTY may terminate this agreement without notice if it becomes credibly aware that SUBSCRIBER or its employees or agents have violated the terms of this agreement.
13. The COUNTY will provide initial training on a periodic basis. The COUNTY cannot generally provide training on demand but will schedule periodic training sessions and notify the SUBSCRIBER of the time and place.
14. This agreement may be modified from time to time by mutual written agreement of the parties.

This Memorandum of Understanding, along with the attachments hereto, constitute the entire understandings buy the parties

In witness whereof the parties have caused this Memorandum of Understanding to be executed for the uses and purposes therein expressed on the day and year first above written.

Alachua County

Suzanne Gable
Office of Management and Budget

Witness to Ms. Gable

Approved as to Form by the Alachua County Attorney accepted by the Board of County Commissioners at their regular meeting on September 23, 2003

Subscriber

By: Vivian Filer

Print: Vivian Filer

Title: President

Date: April 21, 2011

Tax ID Number: 65-1253700

Attest or Witness

By: Deloris E. Rentz

Print: Deloris E. Rentz

Title: Financial Secretary

Date: 4-21-11

ATTACHMENT A

eCivis
GRANTS LOCATOR

SUBSCRIPTION AGREEMENT
Between

eCivis.com LLC, a Delaware limited liability company ("eCivis")

Date 8-29-2003
Contract No. 20063

Address: 150 E. Colorado Boulevard, Suite 215
Pasadena, CA 91105
Phone: (877) 232-4847
Principal Contact: **Amy Driver**
Customer Name, type of entity, and jurisdiction: **County of Alachua, FL**

Address: **County of Alachua**
Office of Mgmt. And Budget
105 SE 1st Avenue
Gainesville, FL 32607
Phone: **(352) 374-5204**
Principal Contact and Master Access Holder: **John Johnson, Grants Contract Adminsitrator**

This Agreement provides for eCivis to grant access to your Access Holders, on a password-restricted basis, through the Internet, the following products for the following fees ("Fees"):

Grants Locator software and databases: Federal, Florida, and Foundation Version

- **$46,500 for Unlimited Access Holders (This reflects a 15% Manager's Discount on all accesses and an initial Free Month of service (September 1, 2003 – September 30, 2003.)**
- **Term:** September 1, 2003 to September 30, 2004 (the "Termination Date")
- **Toll Free Customer Support (877-2-eCivis) and training included**

Access, usage, and information sharing is limited to employees of:

Alachua County	**Community Based Organizations within the County**	
City of Alachua	**City of Archer**	**City of Hawthorne**
City of High Springs	**City of Lacrosse**	**City of Micanopy**
City of Newberry	**City of Waldo**	**City of Gainesville**

(Municipal inclusion is subject to signature of Amendment A, and agreement to all Terms & Conditions herein, by a representative of each Municipality)

This Agreement, including the *Terms and Conditions* is the complete and exclusive statement of the agreement between the parties.

ATTACHMENT A

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

eCivis.com, LLC

By:_____

Karl T. Rectanus
Director, East Coast Operations
eCivis.com, LLC

County of Alachua, FL

By:_____

_____
Print Name

_____
Print Title

_____
Date

ATTACHMENT A

TERMS AND CONDITIONS

1. **General.** "You" means the single end-user organization executing this Agreement.

"Access Holder" means each individual that is an employee of your organization that uses *Grants Locator*.

"Grants Locator" means the most current version of the online grants database libraries. eCivis reserves the right to discontinue *Grants Locator* at any time by giving written notice to you.

2. **License.** eCivis grants you, subject to this Agreement, a nonexclusive, nontransferable right and license.
   1. To permit each allowed Access Holder to access *Grants Locator* through the Internet.
   2. To create printouts, download and store in electronic form, and re-purpose *Grants Locator* for internal use in connection with your normal business activities.

You may not engage in such activity if it is for commercial sale, redistribution, broadcast or transfer of such materials. You agree not to rent, lease, sublicense, distribute, or transfer any information to entities or people outside your organization. You agree to take all reasonable steps to protect *Grants Locator* from unauthorized access, copying, or use.

If people or entities outside your organization use your usernames to access *Grants Locator*, eCivis reserves the right to terminate this contract.

3. **Passwords.** You agree to assume sole responsibility for the security of your passwords.

4. **Help Desk.** eCivis maintains a help desk from 9 AM to 5 PM Pacific Time capable of providing technical assistance for *Grants Locator*. eCivis does not hold itself out as a professional expert and advisor regarding your computer or information needs.

5. **Your Responsibilities.** You are responsible for determining whether the *Grants Locator* will achieve the results you desire; You are responsible for adopting reasonable measures to limit your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions in *Grants Locator*. You agree to indemnify and hold eCivis, its managers, members, officers, employees, harmless from and against any loss, claims, demands, expenses, or liability of whatever nature or kind of you or any third parties arising out of your use of *Grants Locator*.

6. **Term.** The initial term of this Agreement shall commence on the date set forth above and end on the Termination Date.

7. **Fees.** eCivis will charge, and you agree to pay, the Fees. Payments for all sums properly invoiced shall be made within 45 days in accordance with the provisions of § 218, Part VII Florida Statutes (AFlorida Prompt Payment Act@) and the Alachua County Prompt Payment Procedure. (Available at http://www.co.alachua.fl.us/ and on file with eCivis as printed on date of signing.)

8. **Changes.** eCivis reserves the right to change its fees and any other terms and conditions, at any time, effective upon publication. These changes will NOT affect any existing contract Term.

ATTACHMENT A

9. **Proprietary Protection.** eCivis is the sole owner of Grants Locator and any associated intellectual property rights. eCivis claims U.S. and foreign copyright ownership with respect to Grants Locator. You agree not to remove any copyright notices from printouts of *Grants Locator*. Regardless of any conflicting language elsewhere in this agreement, the County retains the right to (1) disclose any information as required by § 119, Florida Statutes, or (2) retain copies of documents in accordance with Florida law.

10. **Indemnification.** If a third party claims that *Grants Locator* or your use of *Grants Locator* pursuant to this Agreement infringes any U.S. patent, copyright, or trade secret, eCivis will defend you and all Access Holders against such claim at eCivis's expense and pay all damages that a court finally awards, provided that you promptly notify eCivis in writing of the claim, and allow eCivis to control, and cooperate with eCivis in, the defense or any related settlement negotiations. If such a claim is made or appears possible, eCivis may, at its option, secure for you the right to continue to use the Product, modify or replace the Product with equivalent information so they are noninfringing, or, if neither of the foregoing options is available in eCivis's sole judgment, terminate this Agreement by paying you a credit equal to the portion of previously paid fees and charges allocable to the remaining term of this Agreement. THIS PARAGRAPH STATES ECIVIS'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

11. **Limitations.** eCivis shall employ due care and attention in obtaining and maintaining *Grants Locator*. However, you acknowledge that any collection and compilation of data entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, you agree that the Grants Locator is provided "as is"; eCivis makes no representation or warranty with respect to their accuracy, completeness, and eCivis specifically disclaims any other warranty, express, implied, or statutory, including, any warranty of merchantability or fitness for a particular purpose. eCivis shall not be liable because of any such errors, omissions, delays, or losses, including data losses and corruption, unless caused by eCivis's gross negligence or willful misconduct. You further agree that in no event will the total aggregate liability of eCivis for any claims, losses, or damages arising under this agreement and services performed hereunder, whether in contract or tort, including negligence, exceed the total amount paid by you to eCivis during the preceding twelve-month period, even if eCivis has been advised of the possibility of such potential claim, loss, or damage.

You acknowledge that eCivis is not a consulting firm or a grant-writing firm. You agree always to read the full original grant notice provided. You acknowledge that eCivis does not warrant that use of the *Grants Locator* will result in any grant acquisition. You acknowledge that *Grants Locator* may not include all potential data. Specifically, eCivis makes no warranty that *Grants Locator* has all grants that the federal or a state government may have available.

12. **Default.** Should you fail to pay Fees due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with eCivis, eCivis may, at its option, in addition to other available remedies, terminate this Agreement provided that it first gives you fifteen (15) days' prior notice to permit you to cure your default. eCivis reserves the right, with or without notice, to suspend access to or use of any Product in the event of any delinquency or default. eCivis may elect, in eCivis's sole discretion, after delinquency, to terminate all personal information and settings associated with an Access Holder. Such information and settings will be unrecoverable after such termination.

13. **Force Majeure.** eCivis shall not be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond the reasonable control of eCivis; equipment, or telecommunications failure; labor dispute; or failure of any third party to perform any agreement with eCivis that adversely affects eCivis's ability to perform its obligations hereunder.

14. **Governing Law.** Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida as it applies to a contract made and performed in such state.

******** End of Terms and Conditions ********

N/A

ATTACHMENT A

Amendment A

Municipal Inclusion – User Agreement

The County of Alachua has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of 8 municipalities within its geographic boundaries. The County of Alachua will assume the full cost of the service and its inclusions as described herein so long as the municipalities abide and are guided by the Terms & Conditions listed.

By signing below on behalf of a municipality, the signatory agrees the municipality and all of its employees will:

- Incur no cost to their municipality for the services described herein, including, but not limited to, full access to *Grants Locator*, initial phone training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the municipality not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE MUNICIPALITY.)
- Agree to and abide by all requirements within this Subscription Agreement and the Terms & Conditions.
- Provide contact information for all employees designated as users,
- Receive Usernames, passwords, and full access to service, and,
- Agree to all legal oversight, negotiation, or changes by the County of Alachua to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.

City of Alachua

By:_____

Print Name

Print Title

Date

City of Archer

By:_____

Print Name

Print Title

Date

City of Hawthorne

By:_____

Print Name

Print Title

City of High Springs

By:_____

Print Name

Print Title

ATTACHMENT A

Date

City of Lacrosse

By:_____

_____
Print Name

_____
Print Title

_____
Date

Date

City of Micanopy

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Newberry

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Waldo

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Gainesville

By:_____

_____
Print Name

_____
Print Title

_____
Date

ATTACHMENT B

Information Collection

To evaluate use and value of this subscription, the County intends to collect and monitor the following statistics for the various groups of users: Much of this information will be automatically collected by *Grants Locator*.

INFORMATION COLLECTED AUTOMATICALLY

TOTAL SEARCHES

County
Each Participating Municipality
Each Community Based Group.
Cumulative for all Municipalities
Cumulative for all Community based groups
Cumulative for all Groups

GRANTS SAVED

Report is broken down by groups as listed above
Includes those grants that the organization or agency felt warranted a "second look".

INFORMATION THAT REQUIRES USER INPUT IN THE "NOTES" FIELD

GRANTS CONSIDERED and GRANTS APPLIED FOR

Report is broken down by groups as listed above.
This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered

- Name of Agency/Organization referred to (if other than Users organization) Date
- Action taken (applied for (see below) deferred, decided not to apply)
- If the decision was NOT to apply, indicate why (no match, not enough staff, not in our mission, etc)
- Date award decision will be announced.
- Amount applied for
- Partnerships (joint applications/letters of support)

ATTACHMENT B

GRANTS AWARDED/DENIED

Report is broken down by groups as listed above.

This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered

- Date of denial
- Awarded or Denied
- If awarded, expected date of award and period covered
- Amount awarded

ATTACHMENT C

GRANTS LOCATOR SIGN-UP SHEET

PLEASE PRINT

Contact (If Applicable) for Cotton Club Museum & Cultural Center, Inc.
Name of Organization or Affiliation

Vivian Filer
NAME

P.O. Box 1482; Gville, FL 32602
ADDRESS

352-376-9956
PHONE

vivianfiler@att.net
EMAIL

HTTP://
ADDRESS OF ORGANIZATIONS' HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED: 3

PLEASE PRINT

	NAME	TITLE/POSITION	EMAIL AND ADDRESS/TELEPHONE
1	Vivian Filer	President/Chair	vivianfiler@att.net
2	Deloris Rentz	Financial Secretary	delorisrentz@bellsouth.net
3	Albert White	Board Member	babywhite1@cox.net
4			
5			

USE ADDITIONAL PAGES OR ATTACH A SEPARATE LIST]

ATTACHMENT D

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR *GRANTS LOCATOR* ACCESS FOR
COMMUNITY BASED ORGANIZATIONS ONLY

GRANTS LOCATOR COMMUNITY BASED ORGANIZATION GUIDELINES

The Subscriber warrants that they:

1) have an office located within Alachua County
2) offer services that directly benefit the residents of Alachua County
3) offer services on a non-discriminatory basis.
4) comply with all federal non-discrimination laws
5) are organized under the IRS Code section 501C

Witness to Ms. Gable

Alachua County

Suzanne Gable

Suzanne Gable
Office of Management and Budget

Approved as to Form

Alachua County Attorney

Subscriber

By: Vivian Filer

Print: Vivian Filer

Title: President

Date: April 21, 2011

Attest or Witness

By: Deloris E. Rentz

Print: Deloris E. Rentz

Title:

Date: 4-21-11

N/A

Amendment A to Agreement between eCivis LLC and Alachua County
Municipal Inclusion – User Agreement

The County of Alachua has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of 8 municipalities within its geographic boundaries. The County of Alachua will assume the full cost of the service and its inclusions as described herein so long as the municipalities abide and are guided by the Terms & Conditions listed.

By signing below on behalf of a municipality, the signatory agrees the municipality and all of its employees will:

- Incur no cost to their municipality for the services described herein, including, but not limited to, full access to *Grants Locator*, initial phone training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the municipality not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE MUNICIPALITY.)
- Agree to and abide by all requirements within this Subscription Agreement and the Terms & Conditions.
- Provide contact information for all employees designated as users,
- Receive Usernames, passwords, and full access to service, and,
- Agree to all legal oversight, negotiation, or changes by the County of Alachua to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.

City of Alachua

By:_____

Print Name

Print Title

Date

City of Archer

By:_____

Print Name

Print Title

Date

City of Hawthorne

By:_____

Print Name

Print Title

Date

City of High Springs

By:_____

Print Name

Print Title

Date

City of Lacrosse

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Micanopy

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Newberry

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Waldo

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Gainesville

By:_____

_____
Print Name

_____
Print Title

_____
Date

N/A

ATTACHMENT E

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

FOR *GRANTS LOCATOR* ACCESS FOR
APPOINTED MEMBERS OF COUNTY ADVISORY BOARDS AND COMMISSIONS

GRANTS LOCATOR ADVISORY BOARD GUIDELINES

The Subscriber warrants that they:

1). Are currently an appointed member of a County advisory Board or Commission
2). Will use *Grants Locator* for the benefit of the citizens of Alachua County

Alachua County

_____
Suzanne Gable
Office of Management and Budget

_____
Witness to Ms. Gable

Subscriber

By: _____

Print: _____

Advisory Board/Commission Name

_____

Term Expiration: _____

Date: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

Grant Network

Alachua County
Board of County Commissioners
P.O. Box 2877, Gainesville, Fl 32607
Contact: jdj@alachuacounty.us
352-338-7392

eCivis *Grants Network*

SUBSCRIPTION PACKET

SUBSCRIPTION PACKET INSTRUCTIONS
eCivis *GRANTS NETWORK (Formerly Grants Locator)*

COMMUNITY BASED ORGANIZATIONS

1. Please see Attachment "D" to make sure you qualify.
2. Provide a contact name in the space provided in Section 11 of the Memorandum of Understanding (Page 4 of this packet).
3. Please include the organizations tax-exempt number on the signature page. (page 5 of this packet).
4. A corporate officer must sign the Memorandum of Understanding (page 5 of this packet). The signature should be witnessed/attested by another corporate officer in the space provided
5. Sign and witness/attest Attachment D (page 16 of the packet)

ADVISORY BOARD MEMBERS

1. Appointed members of County Advisory Boards and Commissions may qualify for a subscription. Contact John Johnson for information.
2. For appointed members of a County Advisory Board or Commission, please sign the Memorandum of Understanding on Page 5 of this packet and sign Attachment E. (Page 17)

MUNICIPALITIES AND OTHER PUBLIC AGENCIES

1. Sign and attest the Memorandum of Understanding (Page 5 of this packet)
2. Sign the appropriate block of Amendment A to Agreement between Alachua County and eCivis LLC. (Pages 12 and 13 of this packet).

ALL SUBSCRIBERS

1. Provide a list of user names (Attachment C). An email is required for access.
2. For additional information and to return the signed Memorandum of Understanding:

   Office of Management and Budget
   105 SE 1st Avenue, Suite 6
   Gainesville, Florida 32601
   ATTN: John Johnson, Grants/Contracts Administrator
   jdj@alachuacounty.us 352.338.7392(Office) 352.338.7362 (Fax)

3. A copy of the fully executed agreement will be returned to you for your records
4. *User Logins and passwords may only be issued after the Memorandum of* Understanding is accepted by the County.
5. User Logins and initial passwords are sent by email to each individual from eCivis.
6. The County periodically offers training on *Grants Network.* To enjoy the full benefits and to cooperate in the reporting/monitoring process, you are urged to take part in the training. Subscribers will be notified of training opportunities

MEMORANDUM OF UNDERSTANDING
Grant Network Access

This memorandum of understanding entered in to this 11th day of April, 2011 between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and Salvation Army Gainesville, hereinafter referred to as "SUBSCRIBER"

WHEREAS, The COUNTY has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of municipalities within its geographic boundaries; and,

WHEREAS, The COUNTY will assume the full cost of the service and its inclusions as described herein so long as the SUBSCRIBER abides and is guided by the Terms & Conditions and procedures attached hereto,

Now therefore the parties agree as follows:

TERM: This agreement shall commence on the date first written above and continue until termination of the subscription agreement between eCivis and the COUNTY or until terminated as provided herein, whichever shall first occur.

By signing below on behalf of the SUBSCRIBER, the signatory understands and agrees that the SUBSCRIBER and all of its employees will:

1. Incur no cost to the SUBSCRIBER for the services described herein, including, but not limited to, full access to *Grants Network*, training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the SUBSCRIBER not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE SUBSCRIBER.)
2. Agree to and abide by all requirements within the Subscription Agreement and the Terms & Conditions. (Included as Attachment A) and any additional conditions that may be agreed to from time to time between COUNTY and eCivis.
3. Agree to cooperate with the COUNTY in monitoring usage and other statistics related to use of *Grant Network*, including but not limited to those collected by *Grant Network,* and as described in Attachment B.
4. Provide contact information for all employees designated as users,
5. Receive Usernames, passwords from the COUNTY, and full access to service,
6. Agree to all legal oversight, negotiation, or changes by the COUNTY to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.
7. The SUBSCRIBER understands that User Ids and passwords may only be used by the individual(s) or the incumbent of a position listed on the attached contact list (Attachment C) and only for purposes that benefit the citizens of Alachua County and are in accordance with this agreement.

8. The SUBSCRIBER and its employees will not share or provide their user-id and password with another employee, any agent of the SUBSCRIBER or any other person, whether such might be permissible under this agreement or not.
9. The SUBSCRIBER agrees to notify the COUNTY in a timely manner when an employee or agent of the SUBSCRIBER is no longer acting on behalf of the SUBSCRIBER. The COUNTY will deactivate that User ID or Password upon receipt of such notice.
10. The COUNTY and the SUBSCRIBER understand and agree that the contact list may from time to time be updated and names added or deleted by mutual written consent of the respective Principle Contacts, without the need to formally amend this agreement.
11. Principal Contacts are:

    For the County
    John Johnson Grants/Contracts Administrator

    For the SUBSCRIBER
    Ralph Chamberlain
    SAMS

12. This agreement may be terminated by either party with 48 hours notice upon written notification to the respective Principal Contacts. The COUNTY may terminate this agreement without notice if it becomes credibly aware that SUBSCRIBER or its employees or agents have violated the terms of this agreement.
13. The COUNTY will provide initial training on a periodic basis. The COUNTY cannot generally provide training on demand but will schedule periodic training sessions and notify the SUBSCRIBER of the time and place.
14. This agreement may be modified from time to time by mutual written agreement of the parties.

This Memorandum of Understanding, along with the attachments hereto, constitute the entire understandings buy the parties

In witness whereof the parties have caused this Memorandum of Understanding to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY

Suzanne Gable, CPA, Director
Office of Management and Budget

Witness to Ms. Gable

Approved as to Form by the Alachua County Attorney and accepted by the Board of County Commissioners at their regular meeting on September 23, 2003

SUBSCRIBER

By: _____

Print: Major Harold Robbins

Title: Corps Officer for Gainesville

Date: 4/6/11

Tax ID Number: _____

Attest or Witness

By: _____

Print: Ralph Chamberlain

Title: Salvation Army Mission Specialist (SAMS)

Date: 4/6/11

ATTACHMENT A
Original Agreement with eCivis LLC and County

eCivis
GRANTS LOCATOR

SUBSCRIPTION AGREEMENT
Between

Date 8-29-2003
Contract No. 20063

eCivis.com LLC, a Delaware limited liability company ("eCivis")

Address: 150 E. Colorado Boulevard, Suite 215
Pasadena, CA 91105
Phone: (877) 232-4847
Principal Contact: **Amy Driver**
Customer Name, type of entity, and jurisdiction: **County of Alachua, FL**

Address: **County of Alachua**
Office of Mgmt. And Budget
105 SE 1st Avenue
Gainesville, FL 32607
Phone: **(352) 374-5204**
Principal Contact and Master Access Holder: **John Johnson, Grants Contract Adminsitrator**

This Agreement provides for eCivis to grant access to your Access Holders, on a password-restricted basis, through the Internet, the following products for the following fees ("Fees"):

Grants Network software and databases: Federal, Florida, and Foundation Version

- **$46,500 for Unlimited Access Holders (This reflects a 15% Manager's Discount on all accesses and an initial Free Month of service (September 1, 2003 – September 30, 2003.)**
- **Term:** September 1, 2003 to September 30, 2004 (the "Termination Date")
- **Toll Free Customer Support (877-2-eCivis) and training included**

Access, usage, and information sharing is limited to employees of:

Alachua County	**Community Based Organizations within the County**	
City of Alachua	**City of Archer**	**City of Hawthorne**
City of High Springs	**City of Lacrosse**	**City of Micanopy**
City of Newberry	**City of Waldo**	**City of Gainesville**

(Municipal inclusion is subject to signature of Amendment A, and agreement to all Terms & Conditions herein, by a representative of each Municipality)

This Agreement, including the *Terms and Conditions* is the complete and exclusive statement of the agreement between the parties.

ATTACHMENT A
Original Agreement with eCivis LLC and County

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

eCivis.com, LLC

By:_____

Karl T. Rectanus
Director, East Coast Operations
eCivis.com, LLC

County of Alachua, FL

By:_____

_____
Print Name

_____
Print Title

_____
Date

ATTACHMENT A
Original Agreement with eCivis LLC and County

TERMS AND CONDITIONS

1. **General.** "You" means the single end-user organization executing this Agreement.

"Access Holder" means each individual that is an employee of your organization that uses *Grants Network*.

"Grants Network" means the most current version of the online grants database libraries. eCivis reserves the right to discontinue *Grants Network* at any time by giving written notice to you.

2. **License.** eCivis grants you, subject to this Agreement, a nonexclusive, nontransferable right and license.
   1. To permit each allowed Access Holder to access *Grants Network* through the Internet.
   2. To create printouts, download and store in electronic form, and re-purpose *Grants Network* for internal use in connection with your normal business activities.

You may not engage in such activity if it is for commercial sale, redistribution, broadcast or transfer of such materials. You agree not to rent, lease, sublicense, distribute, or transfer any information to entities or people outside your organization. You agree to take all reasonable steps to protect *Grants Network* from unauthorized access, copying, or use.

If people or entities outside your organization use your usernames to access *Grants Network*, eCivis reserves the right to terminate this contract.

3. **Passwords.** You agree to assume sole responsibility for the security of your passwords.

4. **Help Desk.** eCivis maintains a help desk from 9 AM to 5 PM Pacific Time capable of providing technical assistance for *Grants Network*. eCivis does not hold itself out as a professional expert and advisor regarding your computer or information needs.

5. **Your Responsibilities.** You are responsible for determining whether the *Grants Network* will achieve the results you desire; You are responsible for adopting reasonable measures to limit your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions in *Grants Network*. You agree to indemnify and hold eCivis, its managers, members, officers, employees, harmless from and against any loss, claims, demands, expenses, or liability of whatever nature or kind of you or any third parties arising out of your use of *Grants Network*.

6. **Term.** The initial term of this Agreement shall commence on the date set forth above and end on the Termination Date.

7. **Fees.** eCivis will charge, and you agree to pay, the Fees. Payments for all sums properly invoiced shall be made within 45 days in accordance with the provisions of § 218, Part VII Florida Statutes (AFlorida Prompt Payment Act@) and the Alachua County Prompt Payment Procedure. (Available at http://www.co.alachua.fl.us/ and on file with eCivis as printed on date of signing.)

8. **Changes.** eCivis reserves the right to change its fees and any other terms and conditions, at any time, effective upon publication. These changes will NOT affect any existing contract Term.

9. Proprietary Protection. eCivis is the sole owner of Grants Network and any associated intellectual property rights. eCivis claims U.S. and foreign copyright ownership with respect to Grants Network. You agree not to remove any copyright notices from printouts of *Grants Network*. Regardless of any conflicting language elsewhere in this agreement, the County retains the right to (1) disclose any information as required by § 119, Florida Statutes, or (2) retain copies of documents in accordance with Florida law.

10. Indemnification. If a third party claims that *Grants Network* or your use of *Grants Network* pursuant to this Agreement infringes any U.S. patent, copyright, or trade secret, eCivis will defend you and all Access Holders against such claim at eCivis's expense and pay all damages that a court finally awards, provided that you promptly notify eCivis in writing of the claim, and allow eCivis to control, and cooperate with eCivis in, the defense or any related settlement negotiations. If such a claim is made or appears possible, eCivis may, at its option, secure for you the right to continue to use the Product, modify or replace the Product with equivalent information so they are noninfringing, or, if neither of the foregoing options is available in eCivis's sole judgment, terminate this Agreement by paying you a credit equal to the portion of previously paid fees and charges allocable to the remaining term of this Agreement. THIS PARAGRAPH STATES ECIVIS'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

11. Limitations. eCivis shall employ due care and attention in obtaining and maintaining *Grants Network*. However, you acknowledge that any collection and compilation of data entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, you agree that the *Grants Network* is provided "as is"; eCivis makes no representation or warranty with respect to their accuracy, completeness, and eCivis specifically disclaims any other warranty, express, implied, or statutory, including, any warranty of merchantability or fitness for a particular purpose. eCivis shall not be liable because of any such errors, omissions, delays, or losses, including data losses and corruption, unless caused by eCivis's gross negligence or willful misconduct. You further agree that in no event will the total aggregate liability of eCivis for any claims, losses, or damages arising under this agreement and services performed hereunder, whether in contract or tort, including negligence, exceed the total amount paid by you to eCivis during the preceding twelve-month period, even if eCivis has been advised of the possibility of such potential claim, loss, or damage.

You acknowledge that eCivis is not a consulting firm or a grant-writing firm. You agree always to read the full original grant notice provided. You acknowledge that eCivis does not warrant that use of the *Grants Network* will result in any grant acquisition. You acknowledge that *Grants Network* may not include all potential data. Specifically, eCivis makes no warranty that *Grants Network* has all grants that the federal or a state government may have available.

12. Default. Should you fail to pay Fees due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with eCivis, eCivis may, at its option, in addition to other available remedies, terminate this Agreement provided that it first gives you fifteen (15) days' prior notice to permit you to cure your default. eCivis reserves the right, with or without notice, to suspend access to or use of any Product in the event of any delinquency or default. eCivis may elect, in eCivis's sole discretion, after delinquency, to terminate all personal information and settings associated with an Access Holder. Such information and settings will be unrecoverable after such termination.

13. **Force Majeure.** eCivis shall not be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond the reasonable control of eCivis; equipment, or telecommunications failure; labor dispute; or failure of any third party to perform any agreement with eCivis that adversely affects eCivis's ability to perform its obligations hereunder.

14. **Governing Law.** Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida as it applies to a contract made and performed in such state.

******** End of Terms and Conditions ********

ATTACHMENT A
Amendment A to eCivis Agreement

Amendment A
Municipal and Agency Inclusion – User Agreement

The County of Alachua has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of 8 municipalities and certain public agencies within its geographic boundaries. The County of Alachua will assume the full cost of the service and its inclusions as described herein so long as the municipalities abide and are guided by the Terms & Conditions listed.

By signing below on behalf of a municipality or agency, the signatory agrees the municipality or agency and all of its employees will:

- Incur no cost to their municipality or agency for the services described herein, including, but not limited to, full access to *Grants Network*, initial training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the municipality or agency not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE MUNICIPALITY.)
- Agree to and abide by all requirements within this Subscription Agreement and the Terms & Conditions.
- Provide contact information for all employees designated as users,
- Receive Usernames, passwords, and full access to service, and,
- Agree to all legal oversight, negotiation, or changes by the County of Alachua to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.

City of Alachua

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Archer

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Hawthorne

By:_____

_____
Print Name

_____
Print Title

City of High Springs

By:_____

_____
Print Name

_____
Print Title

Date

Date

City of Lacrosse

By:_____

Print Name

Print Title

Date

City of Micanopy

By:_____

Print Name

Print Title

Date

City of Newberry

By:_____

Print Name

Print Title

Date

City of Waldo

By:_____

Print Name

Print Title

Date

City of Gainesville

By:_____

Print Name

Print Title

Date

School Board of Alachua County

By:_____

Print Name

Print Title

Date

ATTACHMENT B

Information Collection

To evaluate use and value of this subscription, the County intends to collect and monitor the following statistics for the various groups of users: Much of this information will be automatically collected by eCivis *Grants Network*.

INFORMATION COLLECTED AUTOMATICALLY

TOTAL SEARCHES

County
Each Participating Municipality or agency
Each Community Based Group
Cumulative for all Municipalities
Cumulative for all Community based groups
Cumulative for all Groups

GRANTS SAVED

Report is broken down by groups as listed above

INFORMATION THAT REQUIRES USER INPUT IN THE "NOTES" FIELD

GRANTS CONSIDERED and GRANTS APPLIED FOR

A. Report is broken down by groups as listed above.
B. This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered
    - Name of Agency/Organization referred to (if other than Users organization) and Date
    - Action taken (applied for (see below) deferred, decided not to apply)
    - If the decision was NOT to apply, indicate why (no match, not enough staff, not in our mission, etc)
    - Date award decision will be announced.
    - Amount applied for
    - Partnerships (joint applications/letters of support) - list

ATTACHMENT B

GRANTS AWARDED/DENIED

A. Report is broken down by groups as listed above.

B. This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered

- Awarded or Denied
- If awarded, expected date of award and period covered
- Amount awarded

ATTACHMENT C

GRANTS NETWORK SIGN-UP SHEET

PLEASE PRINT

Contact (If Applicable) for The Salvation Army Gainesville, FL
Name of Organization or Affiliation

Ralph Chamberlain
NAME

639 E. University Ave, Gainesville, FL 32602
ADDRESS

352
PHONE

Ralph_Chamberlain@uss.salvationarmy.org
EMAIL

HTTP:// www.salvationarmy.org
ADDRESS OF ORGANIZATIONS' HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED: _____

PLEASE PRINT NEATLY

	NAME	TITLE/POSITION	EMAIL AND ADDRESS/TELEPHONE
1	Ralph Chamberlain	SAMS	Ralph_Chamberlain@uss.salvationarmy.org
2	Harold Robbins	Corps Officer	Harold_Robbins@uss.salvationarmy.org
3	Brenda Chamberlain	SAMS	Brenda_Chamberlain@uss.salvationarmy.org
4	Kerstin_erickson	Admin Assist.	Kerstin_erickson@uss.salvationarmy.org
5	Laura Slaback	Resource Development Director	Laura_Slaback@uss.salvationarmy.org

USE ADDITIONAL PAGES OR ATTACH A SEPARATE LIST IF NEEDED

ATTACHMENT D

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR *GRANTS NETWORK* ACCESS FOR
COMMUNITY BASED ORGANIZATIONS ONLY

GRANTS NETWORK COMMUNITY BASED ORGANIZATION GUIDELINES

The Subscriber warrants that they:

1) Have an office located within Alachua County
2) Offer services that directly benefit the residents of Alachua County
3) Offer services on a non-discriminatory basis.
4) Comply with all federal non-discrimination laws
5) Are organized under the IRS Code section 501C

ALACHUA COUNTY

Witness to Ms. Gable

Suzanne Gable, CPA, Director
Office of Management and Budget

Approved as to Form by the Alachua County Attorney and accepted by the Board of County Commissioners at their regular meeting on September 23, 2003

SUBSCRIBER

By: _____
Print: Major Harold Robbins
Title: Corps Officer
Date: 4/6/11

Attest or Witness

By: _____
Print: Ralph Chamberlain
Title: SAMS
Date: 4/6/11

ATTACHMENT E

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

FOR *GRANTS NETWORK* ACCESS FOR
APPOINTED MEMBERS OF COUNTY ADVISORY BOARDS AND COMMISSIONS

GRANTS NETWORK ADVISORY BOARD GUIDELINES

The Subscriber warrants that they:

1). Are currently an appointed member of a County advisory Board or Commission
2). Will use *Grants Network* for the benefit of the citizens of Alachua County

ALACHUA COUNTY

Suzanne Gable
Office of Management and Budget

Witness to Ms. Gable

Approved as to Form by the Alachua
County Attorney and accepted by the Board of
County Commissioners at their regular meeting
on September 23, 2003

SUBSCRIBER

By: _____

Print: _____

Advisory Board/Commission Name

_____

Term Expiration: _____

Date: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

Grant Opportunity Tools

Alachua County Board of County Commissioners
P.O. Box 2877, Gainesville, Fl 32607
Contact: jdj@alachuacounty.us
352-338-7392

eCivis *Grants Network*

SUBSCRIPTION PACKET

Grant Opportunity Tools

SUBSCRIPTION PACKET INSTRUCTIONS

eCivis *GRANTS NETWORK (Formerly Grants Locator)*

1. For Community based Organizations, please see Attachment "D" to make sure you qualify.

2. Appointed members of County Advisory Boards and Commissions may qualify for a subscription. Contact John Johnson for information.

3. Provide a contact name in the space provided in Section 9 of the Memorandum of Understanding (Page 4 of this packet).

4. For Community Based Organizations, a corporate officer must sign the Memorandum of Understanding (page 5 of this packet). The signature should be witnessed/attested by another corporate officer in the space provided

5. For Community Based Organizations , sign and witness/attest Attachment D (page 16 of the packet)

6. For Community Based Organizations, please include your tax-exempt number on the signature page. (page 5 of this packet).

7. For appointed members of a County advisory board or commission, please sign the Memorandum of Understanding on Page 5 of this packet and sign Attachment E.(Page 19).

8. All subscribers should provide the information concerning Logins requested on Attachment C (page 15 of this packet)

9. For Municipalities, sign and attest the Memorandum of Understanding (Page 5 of this packet) and sign the appropriate spot of Amendment A to agreement between Alachua County and eCivis LLC. (Pages 17 and 18 of this packet)

10. For additional information and to return the signed Memorandum of Understanding:

John Johnson
Contracts and Grants Administrator - Office of Management and Budget
105 SE 1st Avenue, Suite 6 (Star Garage)- Gainesville, Florida 32601
jdj@alachuacounty.us 352.338.7392 Office - 352.338.7362 Fax

10. A copy of the fully executed agreement will be returned to you for your records

11. User Logins and passwords may only be issued after the Memorandum of Understanding is accepted by the County.

12. User Logins and initial passwords are generally sent by email to each individual or to the primary contact.

13. The County periodically offers training on *Grants Locator.* To enjoy the full benefits and to cooperate in the reporting/monitoring process, you are urged to take part in the training. Schedules of training opportunities will be sent to Subscribers by email or regular mail.

MEMORANDUM OF UNDERSTANDING
Grant Locator Access

This memorandum of understanding entered in to this 23rd day of February, 2011, between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and True Freedom Foundation, Inc., hereinafter referred to as "SUBSCRIBER"

WHEREAS, The COUNTY has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of municipalities within its geographic boundaries; and,

WHEREAS, The COUNTY will assume the full cost of the service and its inclusions as described herein so long as the SUBSCRIBER abides and is guided by the Terms & Conditions and procedures attached hereto,

Now therefore the parties agree as follows:

TERM: This agreement shall commence on the date first written above and continue until termination of the subscription agreement between eCivis and the COUNTY or until terminated as provided herein, whichever shall first occur.

By signing below on behalf of the SUBSCRIBER, the signatory understands and agrees that the SUBSCRIBER and all of its employees will:

1. Incur no cost to the SUBSCRIBER for the services described herein, including, but not limited to, full access to *Grants Locator*, training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the SUBSCRIBER not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE SUBSCRIBER.)
2. Agree to and abide by all requirements within the Subscription Agreement and the Terms & Conditions. (Included as Attachment A) and any additional conditions that may be agreed to from time to time between COUNTY and eCivis.
3. Agree to cooperate with the COUNTY in monitoring usage and other statistics related to use of *Grant Locator*, including but not limited to those collected by *Grant Locator*, and as described in Attachment B.
4. Provide contact information for all employees designated as users,
5. Receive Usernames, passwords from the COUNTY, and full access to service,
6. Agree to all legal oversight, negotiation, or changes by the COUNTY to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.
7. The SUBSCRIBER understands that User Ids and passwords may only be used by the individual(s) or the incumbent of a position listed on the attached contact list (Attachment C) and only for purposes that benefit the citizens of Alachua County and are in accordance with this agreement.

8. The SUBSCRIBER and its employees will not share or provide their user-id and password with another employee, any agent of the SUBSCRIBER or any other person, whether such might be permissible under this agreement or not
9. The SUBSCRIBER agrees to notify the COUNTY in a timely manner when an employee or agent of the SUBSCRIBER is no longer acting on behalf of the SUBSCRIBER. The COUNTY will deactivate that User ID or Password upon receipt of such notice.
10. The COUNTY and the SUBSCRIBER understand and agree that the contact list may from time to time be updated and names added or deleted by mutual written consent of the respective Principle Contacts, without the need to formally amend this agreement.
11. Principal Contacts are:

For the County	
John Johnson	Grants/Contracts Coordinator
For the SUBSCRIBER	
Matthew Tenney	Executive Director

12. This agreement may be terminated by either party with 48 hours notice upon written notification to the respective Principal Contacts. The COUNTY may terminate this agreement without notice if it becomes credibly aware that SUBSCRIBER or its employees or agents have violated the terms of this agreement.
13. The COUNTY will provide initial training on a periodic basis The COUNTY cannot generally provide training on demand but will schedule periodic training sessions and notify the SUBSCRIBER of the time and place.
14. This agreement may be modified from time to time by mutual written agreement of the parties.

This Memorandum of Understanding, along with the attachments hereto, constitute the entire understandings buy the parties

In witness whereof the parties have caused this Memorandum of Understanding to be executed for the uses and purposes therein expressed on the day and year first above written.

Alachua County

Suzanne Gable
Office of Management and Budget

Witness to Ms. Gable

Approved as to Form by the Alachua County Attorney accepted by the Board of County Commissioners at their regular meeting on September 23, 2003

Subscriber

By: Matthew Tenney

Print: Matthew Tenney

Title: Executive Director

Date: ~~23 February~~ 01 March 2011

Tax ID Number: 261598219

Attest or Witness

By: Tana Silva

Print: Tana Silva

Title: President

Date: 01 March 2011

ATTACHMENT A

eCivis
GRANTS LOCATOR

SUBSCRIPTION AGREEMENT
Between

eCivis.com LLC, a Delaware limited liability company ("eCivis")

Date **8-29-2003**
Contract No. **20063**

Address: 150 E. Colorado Boulevard, Suite 215
Pasadena, CA 91105
Phone: (877) 232-4847
Principal Contact: **Amy Driver**
Customer Name, type of entity, and jurisdiction: **County of Alachua, FL**

Address: **County of Alachua**
Office of Mgmt. And Budget
105 SE 1st Avenue
Gainesville, FL 32607
Phone: **(352) 374-5204**
Principal Contact and Master Access Holder: **John Johnson, Grants Contract Adminsitrator**

This Agreement provides for eCivis to grant access to your Access Holders, on a password-restricted basis, through the Internet, the following products for the following fees ("Fees"):

Grants Locator software and databases: Federal, Florida, and Foundation Version

- **$46,500 for Unlimited Access Holders (This reflects a 15% Manager's Discount on all accesses and an initial Free Month of service (September 1, 2003 – September 30, 2003.)**
- **Term:** September 1, 2003 to September 30, 2004 (the "Termination Date")
- **Toll Free Customer Support (877-2-eCivis) and training included**

Access, usage, and information sharing is limited to employees of:

Alachua County	**Community Based Organizations within the County**	
City of Alachua	**City of Archer**	**City of Hawthorne**
City of High Springs	**City of Lacrosse**	**City of Micanopy**
City of Newberry	**City of Waldo**	**City of Gainesville**

(Municipal inclusion is subject to signature of Amendment A, and agreement to all Terms & Conditions herein, by a representative of each Municipality)

This Agreement, including the *Terms and Conditions* is the complete and exclusive statement of the agreement between the parties.

ATTACHMENT A

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

eCivis.com, LLC

By:_____

Karl T. Rectanus
Director, East Coast Operations
eCivis.com, LLC

County of Alachua, FL

By:_____

_____
Print Name

_____
Print Title

_____
Date

ATTACHMENT A

TERMS AND CONDITIONS

1. **General.** "You" means the single end-user organization executing this Agreement.

"Access Holder" means each individual that is an employee of your organization that uses *Grants Locator*.

"Grants Locator" means the most current version of the online grants database libraries. eCivis reserves the right to discontinue *Grants Locator* at any time by giving written notice to you.

2. **License.** eCivis grants you, subject to this Agreement, a nonexclusive, nontransferable right and license.
   1. To permit each allowed Access Holder to access *Grants Locator* through the Internet.
   2. To create printouts, download and store in electronic form, and re-purpose *Grants Locator* for internal use in connection with your normal business activities.

You may not engage in such activity if it is for commercial sale, redistribution, broadcast or transfer of such materials. You agree not to rent, lease, sublicense, distribute, or transfer any information to entities or people outside your organization. You agree to take all reasonable steps to protect *Grants Locator* from unauthorized access, copying, or use.

If people or entities outside your organization use your usernames to access *Grants Locator*, eCivis reserves the right to terminate this contract.

3. **Passwords.** You agree to assume sole responsibility for the security of your passwords.

4. **Help Desk.** eCivis maintains a help desk from 9 AM to 5 PM Pacific Time capable of providing technical assistance for *Grants Locator*. eCivis does not hold itself out as a professional expert and advisor regarding your computer or information needs.

5. **Your Responsibilities.** You are responsible for determining whether the *Grants Locator* will achieve the results you desire; You are responsible for adopting reasonable measures to limit your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions in *Grants Locator*. You agree to indemnify and hold eCivis, its managers, members, officers, employees, harmless from and against any loss, claims, demands, expenses, or liability of whatever nature or kind of you or any third parties arising out of your use of *Grants Locator*.

6. **Term.** The initial term of this Agreement shall commence on the date set forth above and end on the Termination Date.

7. **Fees.** eCivis will charge, and you agree to pay, the Fees. Payments for all sums properly invoiced shall be made within 45 days in accordance with the provisions of § 218, Part VII Florida Statutes (AFlorida Prompt Payment Act@) and the Alachua County Prompt Payment Procedure. (Available at http://www.co.alachua.fl.us/ and on file with eCivis as printed on date of signing.)

8. **Changes.** eCivis reserves the right to change its fees and any other terms and conditions, at any time, effective upon publication. These changes will NOT affect any existing contract Term.

9. Proprietary Protection. eCivis is the sole owner of Grants Locator and any associated intellectual property rights. eCivis claims U.S. and foreign copyright ownership with respect to Grants Locator. You agree not to remove any copyright notices from printouts of *Grants Locator*. Regardless of any conflicting language elsewhere in this agreement, the County retains the right to (1) disclose any information as required by § 119, Florida Statutes, or (2) retain copies of documents in accordance with Florida law.

10. Indemnification. If a third party claims that *Grants Locator* or your use of *Grants Locator* pursuant to this Agreement infringes any U.S. patent, copyright, or trade secret, eCivis will defend you and all Access Holders against such claim at eCivis's expense and pay all damages that a court finally awards, provided that you promptly notify eCivis in writing of the claim, and allow eCivis to control, and cooperate with eCivis in, the defense or any related settlement negotiations. If such a claim is made or appears possible, eCivis may, at its option, secure for you the right to continue to use the Product, modify or replace the Product with equivalent information so they are noninfringing, or, if neither of the foregoing options is available in eCivis's sole judgment, terminate this Agreement by paying you a credit equal to the portion of previously paid fees and charges allocable to the remaining term of this Agreement. THIS PARAGRAPH STATES ECIVIS'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

11. Limitations. eCivis shall employ due care and attention in obtaining and maintaining *Grants Locator*. However, you acknowledge that any collection and compilation of data entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, you agree that the Grants Locator is provided "as is"; eCivis makes no representation or warranty with respect to their accuracy, completeness, and eCivis specifically disclaims any other warranty, express, implied, or statutory, including, any warranty of merchantability or fitness for a particular purpose. eCivis shall not be liable because of any such errors, omissions, delays, or losses, including data losses and corruption, unless caused by eCivis's gross negligence or willful misconduct. You further agree that in no event will the total aggregate liability of eCivis for any claims, losses, or damages arising under this agreement and services performed hereunder, whether in contract or tort, including negligence, exceed the total amount paid by you to eCivis during the preceding twelve-month period, even if eCivis has been advised of the possibility of such potential claim, loss, or damage.

You acknowledge that eCivis is not a consulting firm or a grant-writing firm. You agree always to read the full original grant notice provided. You acknowledge that eCivis does not warrant that use of the *Grants Locator* will result in any grant acquisition. You acknowledge that *Grants Locator* may not include all potential data. Specifically, eCivis makes no warranty that *Grants Locator* has all grants that the federal or a state government may have available.

12. Default. Should you fail to pay Fees due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with eCivis, eCivis may, at its option, in addition to other available remedies, terminate this Agreement provided that it first gives you fifteen (15) days' prior notice to permit you to cure your default. eCivis reserves the right, with or without notice, to suspend access to or use of any Product in the event of any delinquency or default. eCivis may elect, in eCivis's sole discretion, after delinquency, to terminate all personal information and settings associated with an Access Holder. Such information and settings will be unrecoverable after such termination.

13. **Force Majeure.** eCivis shall not be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond the reasonable control of eCivis; equipment, or telecommunications failure; labor dispute; or failure of any third party to perform any agreement with eCivis that adversely affects eCivis's ability to perform its obligations hereunder.

14. **Governing Law.** Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida as it applies to a contract made and performed in such state.

********** End of Terms and Conditions **********

ATTACHMENT A

Amendment A

Municipal Inclusion – User Agreement

The County of Alachua has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of 8 municipalities within its geographic boundaries. The County of Alachua will assume the full cost of the service and its inclusions as described herein so long as the municipalities abide and are guided by the Terms & Conditions listed.

By signing below on behalf of a municipality, the signatory agrees the municipality and all of its employees will:

- Incur no cost to their municipality for the services described herein, including, but not limited to, full access to *Grants Locator*, initial phone training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the municipality not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE MUNICIPALITY.)
- Agree to and abide by all requirements within this Subscription Agreement and the Terms & Conditions.
- Provide contact information for all employees designated as users,
- Receive Usernames, passwords, and full access to service, and,
- Agree to all legal oversight, negotiation, or changes by the County of Alachua to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.

City of Alachua

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Archer

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Hawthorne

By:_____

_____
Print Name

_____
Print Title

_____

City of High Springs

By:_____

_____
Print Name

_____
Print Title

_____

ATTACHMENT A

Date

City of Lacrosse

By:_____

_____
Print Name

_____
Print Title

_____
Date

Date

City of Micanopy

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Newberry

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Waldo

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Gainesville

By:_____

_____
Print Name

_____
Print Title

_____
Date

ATTACHMENT B

Information Collection

To evaluate use and value of this subscription, the County intends to collect and monitor the following statistics for the various groups of users: Much of this information will be automatically collected by *Grants Locator*.

INFORMATION COLLECTED AUTOMATICALLY

TOTAL SEARCHES

County
Each Participating Municipality
Each Community Based Group.
Cumulative for all Municipalities
Cumulative for all Community based groups
Cumulative for all Groups

GRANTS SAVED

Report is broken down by groups as listed above
Includes those grants that the organization or agency felt warranted a "second look".

INFORMATION THAT REQUIRES USER INPUT IN THE "NOTES" FIELD

GRANTS CONSIDERED and GRANTS APPLIED FOR

Report is broken down by groups as listed above.
This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered

- Name of Agency/Organization referred to (if other than Users organization) Date
- Action taken (applied for (see below) deferred, decided not to apply)
- If the decision was NOT to apply, indicate why (no match, not enough staff, not in our mission, etc)
- Date award decision will be announced.
- Amount applied for
- Partnerships (joint applications/letters of support)

ATTACHMENT B

GRANTS AWARDED/DENIED

Report is broken down by groups as listed above.

This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered

- Date of denial
- Awarded or Denied
- If awarded, expected date of award and period covered
- Amount awarded

ATTACHMENT C

GRANTS LOCATOR SIGN-UP SHEET

PLEASE PRINT

Contact (If Applicable) for the True Freedom Foundation, Inc.
Name of Organization or Affiliation

Matthew Tenney
NAME

PO Box 5281 Gainesville, FL 32627-5281
ADDRESS

813.944.7135
PHONE

matthew@truefreedomfoundation.org
EMAIL

HTTP://www.truefreedomfoundation.org
ADDRESS OF ORGANIZATIONS' HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED 4

PLEASE PRINT

	NAME	TITLE/POSITION	EMAIL AND ADDRESS/TELEPHONE
1	MATTHEW TENNEY	EXECUTIVE DIRECTOR	MATTHEW@TRUEFREEDOMFOUNDATION.ORG 813.944.7135
2	EMI LENES	DIRECTOR	LENESLOVE@GMAIL.COM 352.682.9594
3	TANA SILVA	PRESIDENT	TANASILVA@BELLSOUTH.NET 352.376.9557
4	KIMBERLY COLOMER	SECRETARY	KCOLOMER09@UFL.EDU 786-953-3882
5			

ATTACHMENT D

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR *GRANTS LOCATOR* ACCESS FOR
COMMUNITY BASED ORGANIZATIONS ONLY

GRANTS LOCATOR COMMUNITY BASED ORGANIZATION GUIDELINES

The Subscriber warrants that they:

1) have an office located within Alachua County
2) offer services that directly benefit the residents of Alachua County
3) offer services on a non-discriminatory basis.
4) comply with all federal non-discrimination laws
5) are organized under the IRS Code section 501C

Alachua County

_____
Suzanne Gable
Office of Management and Budget

_____
Witness to Ms. Gable

Approved as to Form

_____
Alachua County Attorney

Subscriber

By: _____

Print: _____

Title: _____

Date: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

ATTACHMENT D
ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR *GRANTS LOCATOR* ACCESS FOR
COMMUNITY BASED ORGANIZATIONS ONLY

GRANTS LOCATOR COMMUNITY BASED ORGANIZATION GUIDELINES

The Subscriber warrants that they:

1) have an office located within Alachua County
2) offer services that directly benefit the residents of Alachua County
3) offer services on a non-discriminatory basis.
4) comply with all federal non-discrimination laws
5) are organized under the IRS Code section 501C

Alachua County

Suzanne Gable

Suzanne Gable
Office of Management and Budget

Witness to Ms. Gable

Approved as to Form

Alachua County Attorney

Subscriber

By: Matthew Tenney

Print: Matthew Tenney

Title: Executive Director

Date: ~~23 February 2011~~ 01 March 2011

Attest or Witness

By: Tana Silva

Print: Tana Silva

Title: President

Date: 01 March 2011

City of Lacrosse

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Micanopy

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Newberry

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Waldo

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Gainesville

By:_____

_____
Print Name

_____
Print Title

_____
Date

ATTACHMENT E

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

FOR *GRANTS LOCATOR* ACCESS FOR
APPOINTED MEMBERS OF COUNTY ADVISORY BOARDS AND COMMISSIONS

GRANTS LOCATOR ADVISORY BOARD GUIDELINES

The Subscriber warrants that they:

1). Are currently an appointed member of a County advisory Board or Commission
2). Will use *Grants Locator* for the benefit of the citizens of Alachua County

Alachua County

_____
Suzanne Gable
Office of Management and Budget

_____
Witness to Ms. Gable

Subscriber

By: _____

Print: _____

Advisory Board/Commission Name

_____

Term Expiration: _____

Date: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

Grant Opportunity Tools

SUBSCRIPTION PACKET INSTRUCTIONS
eCivis *GRANTS LOCATOR*

1. For Community based Organizations, please see Attachment "D" to make sure you qualify.

2. Appointed members of County Advisory Boards and Commissions may qualify for a subscription. Contact John Johnson for information.

3. Provide a contact name in the space provided in Section 9 of the Memorandum of Understanding (Page 4 of this packet).

4. For Community Based Organizations, a corporate officer must sign the Memorandum of Understanding (page 5 of this packet). The signature should be witnessed/attested by another corporate officer in the space provided

5. For Community Based Organizations , sign and witness/attest Attachment D (page 16 of the packet)

6. For Community Based Organizations, please include your tax-exempt number on the signature page. (page 5 of this packet).

7. For appointed members of a County advisory board or commission, please sign the Memorandum of Understanding on Page 5 of this packet and sign Attachment E.(Page 19).

8. All subscribers should provide the information concerning Logins requested on Attachment C (page 15 of this packet)

9. For Municipalities, sign and attest the Memorandum of Understanding (Page 5 of this packet) and sign the appropriate spot of Amendment A to agreement between Alachua County and eCivis LLC. (Pages 17 and 18 of this packet)

10. For additional information and to return the signed Memorandum of Understanding:

John Johnson
Contracts and Grants Coordinator - Office of Management and Budget
105 SE 1st Avenue, Suite 6 (Star Garage)- Gainesville, Florida 32601
jjohnson@co.alachua.fl.us 352.338.7392 Office - 352.338.7362 Fax

10. A copy of the fully executed agreement will be returned to you for your records

11. User Logins and passwords may only be issued after the Memorandum of Understanding is accepted by the County.

12. User Logins and initial passwords are generally sent by email to each individual or to the primary contact.

13. The County periodically offers training on *Grants Locator.* To enjoy the full benefits and to cooperate in the reporting/monitoring process, you are urged to take part in the training. Schedules of training opportunities will be sent to Subscribers by email or regular mail.

MEMORANDUM OF UNDERSTANDING
Grant Locator Access

This memorandum of understanding entered in to this 14 day of March, 2011 between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and House OF Hope, hereinafter referred to as "SUBSCRIBER"

WHEREAS, The COUNTY has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of municipalities within its geographic boundaries; and,

WHEREAS, The COUNTY will assume the full cost of the service and its inclusions as described herein so long as the SUBSCRIBER abides and is guided by the Terms & Conditions and procedures attached hereto,

Now therefore the parties agree as follows:

TERM: This agreement shall commence on the date first written above and continue until termination of the subscription agreement between eCivis and the COUNTY or until terminated as provided herein, whichever shall first occur.

By signing below on behalf of the SUBSCRIBER, the signatory understands and agrees that the SUBSCRIBER and all of its employees will:

1. Incur no cost to the SUBSCRIBER for the services described herein, including, but not limited to, full access to *Grants Locator*, training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the SUBSCRIBER not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE SUBSCRIBER.)
2. Agree to and abide by all requirements within the Subscription Agreement and the Terms & Conditions. (Included as Attachment A) and any additional conditions that may be agreed to from time to time between COUNTY and eCivis.
3. Agree to cooperate with the COUNTY in monitoring usage and other statistics related to use of *Grant Locator*, including but not limited to those collected by *Grant Locator,* and as described in Attachment B.
4. Provide contact information for all employees designated as users,
5. Receive Usernames, passwords from the COUNTY, and full access to service,
6. Agree to all legal oversight, negotiation, or changes by the COUNTY to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.
7. The SUBSCRIBER understands that User Ids and passwords may only be used by the individual(s) or the incumbent of a position listed on the attached contact list (Attachment C) and only for purposes that benefit the citizens of Alachua County and are in accordance with this agreement.

8. The SUBSCRIBER and its employees will not share or provide their user-id and password with another employee, any agent of the SUBSCRIBER or any other person, whether such might be permissible under this agreement or not.
9. The SUBSCRIBER agrees to notify the COUNTY in a timely manner when an employee or agent of the SUBSCRIBER is no longer acting on behalf of the SUBSCRIBER. The COUNTY will deactivate that User ID or Password upon receipt of such notice.
10. The COUNTY and the SUBSCRIBER understand and agree that the contact list may from time to time be updated and names added or deleted by mutual written consent of the respective Principle Contacts, without the need to formally amend this agreement.
11. Principal Contacts are:

For the County
John Johnson Grants/Contracts Coordinator

For the SUBSCRIBER
Tom Bakos House of Hope

12. This agreement may be terminated by either party with 48 hours notice upon written notification to the respective Principal Contacts. The COUNTY may terminate this agreement without notice if it becomes credibly aware that SUBSCRIBER or its employees or agents have violated the terms of this agreement.
13. The COUNTY will provide initial training on a periodic basis. The COUNTY cannot generally provide training on demand but will schedule periodic training sessions and notify the SUBSCRIBER of the time and place.
14. This agreement may be modified from time to time by mutual written agreement of the parties.

This Memorandum of Understanding, along with the attachments hereto, constitute the entire understandings buy the parties

In witness whereof the parties have caused this Memorandum of Understanding to be executed for the uses and purposes therein expressed on the day and year first above written.

Alachua County

Suzanne Gable
Office of Management and Budget

Witness to Ms. Gable
4-1

Approved as to Form by the Alachua County Attorney accepted by the Board of County Commissioners at their regular meeting on September 23, 2003

Subscriber

By: [signature]

Print: Tom Bakos

Title: Director

Date: 3/14/11

Tax ID Number: 59-333-6745

Attest or Witness

By: Jacqueline Bakos

Print: Jacqueline Bakos

Title: Administrator

Date: 3/14/11

ATTACHMENT C

GRANTS LOCATOR SIGN-UP SHEET

PLEASE PRINT

Contact (If Applicable) for House of Hope
Name of Organization or Affiliation

Tom Bakos
NAME

PO Box 12113
ADDRESS

352-672-5082
PHONE

TOMBakos4jc@gmail.com houseofhopegnv@gmail.com
EMAIL

HTTP:// houseofhopegnv.com
ADDRESS OF ORGANIZATIONS' HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED: 2

PLEASE PRINT

	NAME	TITLE/POSITION	EMAIL AND ADDRESS/TELEPHONE
			PO Box 12113 GFI 32640
1	Tom Bakos	Director	TOMBakos4jc@gmail.com/352-672-5082
2	Jacqueline Bakos	Administrator	Jacqueline Bakos 352-301-0185 PO Box 12113 GFI 32640 houseofhopegnv@gmail.com
3			
4			
5			

USE ADDITIONAL PAGES OR ATTACH A SEPARATE LIST]

ATTACHMENT D

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR *GRANTS LOCATOR* ACCESS FOR
COMMUNITY BASED ORGANIZATIONS ONLY

GRANTS LOCATOR COMMUNITY BASED ORGANIZATION GUIDELINES

The Subscriber warrants that they:

1) have an office located within Alachua County
2) offer services that directly benefit the residents of Alachua County
3) offer services on a non-discriminatory basis.
4) comply with all federal non-discrimination laws
5) are organized under the IRS Code section 501C

Alachua County

Suzanne Gable
Office of Management and Budget

Witness to Ms. Gable

Approved as to Form

Alachua County Attorney

Subscriber:

By:
Print: TOM Bakos
Title: Director
Date: 3/14/11

Attest or Witness

By:
Print: Jacqueline Bakos
Title: Administrator
Date: 3/14/11

MEMORANDUM OF UNDERSTANDING
Grant Network Access

This memorandum of understanding entered in to this 11th day of April, 2011 between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and PADDLE FLORIDA, INC., hereinafter referred to as "SUBSCRIBER"

WHEREAS, The COUNTY has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of municipalities within its geographic boundaries; and,

WHEREAS, The COUNTY will assume the full cost of the service and its inclusions as described herein so long as the SUBSCRIBER abides and is guided by the Terms & Conditions and procedures attached hereto,

Now therefore the parties agree as follows:

TERM: This agreement shall commence on the date first written above and continue until termination of the subscription agreement between eCivis and the COUNTY or until terminated as provided herein, whichever shall first occur.

By signing below on behalf of the SUBSCRIBER, the signatory understands and agrees that the SUBSCRIBER and all of its employees will:

1. Incur no cost to the SUBSCRIBER for the services described herein, including, but not limited to, full access to *Grants Network*, training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the SUBSCRIBER not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE SUBSCRIBER.)
2. Agree to and abide by all requirements within the Subscription Agreement and the Terms & Conditions. (Included as Attachment A) and any additional conditions that may be agreed to from time to time between COUNTY and eCivis.
3. Agree to cooperate with the COUNTY in monitoring usage and other statistics related to use of *Grant Network*, including but not limited to those collected by *Grant Network,* and as described in Attachment B.
4. Provide contact information for all employees designated as users,
5. Receive Usernames, passwords from the COUNTY, and full access to service,
6. Agree to all legal oversight, negotiation, or changes by the COUNTY to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.
7. The SUBSCRIBER understands that User Ids and passwords may only be used by the individual(s) or the incumbent of a position listed on the attached contact list (Attachment C) and only for purposes that benefit the citizens of Alachua County and are in accordance with this agreement.

8. The SUBSCRIBER and its employees will not share or provide their user-id and password with another employee, any agent of the SUBSCRIBER or any other person, whether such might be permissible under this agreement or not.
9. The SUBSCRIBER agrees to notify the COUNTY in a timely manner when an employee or agent of the SUBSCRIBER is no longer acting on behalf of the SUBSCRIBER. The COUNTY will deactivate that User ID or Password upon receipt of such notice.
10. The COUNTY and the SUBSCRIBER understand and agree that the contact list may from time to time be updated and names added or deleted by mutual written consent of the respective Principle Contacts, without the need to formally amend this agreement.
11. Principal Contacts are:

    For the County
    John Johnson Grants/Contracts Administrator

    For the SUBSCRIBER _____

    _____

    _____

12. This agreement may be terminated by either party with 48 hours notice upon written notification to the respective Principal Contacts. The COUNTY may terminate this agreement without notice if it becomes credibly aware that SUBSCRIBER or its employees or agents have violated the terms of this agreement.
13. The COUNTY will provide initial training on a periodic basis. The COUNTY cannot generally provide training on demand but will schedule periodic training sessions and notify the SUBSCRIBER of the time and place.
14. This agreement may be modified from time to time by mutual written agreement of the parties.

This Memorandum of Understanding, along with the attachments hereto, constitute the entire understandings buy the parties

In witness whereof the parties have caused this Memorandum of Understanding to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY

_____
Suzanne Gable, CPA, Director
Office of Management and Budget

_____
Witness to Ms. Gable

Approved as to Form by the Alachua County Attorney and accepted by the Board of County Commissioners at their regular meeting on September 23, 2003

SUBSCRIBER

By: Bill Richards

Print: BILL RICHARDS

Title: EXECUTIVE DIRECTOR

Date: 11 APRIL 11

Tax ID Number: 27-4628150

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

ATTACHMENT A
Original Agreement with eCivis LLC and County

eCIVIS
GRANTS LOCATOR

SUBSCRIPTION AGREEMENT
Between

eCivis.com LLC, a Delaware limited liability company ("eCivis")

Date 8-29-2003
Contract No. 20063

Address: 150 E. Colorado Boulevard, Suite 215
Pasadena, CA 91105
Phone: (877) 232-4847
Principal Contact: **Amy Driver**
Customer Name, type of entity, and jurisdiction: **County of Alachua, FL**

Address: **County of Alachua**
Office of Mgmt. And Budget
105 SE 1st Avenue
Gainesville, FL 32607
Phone: **(352) 374-5204**
Principal Contact and Master Access Holder: **John Johnson, Grants Contract Adminsitrator**

This Agreement provides for eCivis to grant access to your Access Holders, on a password-restricted basis, through the Internet, the following products for the following fees ("Fees"):

Grants Network software and databases: Federal, Florida, and Foundation Version

- **$46,500 for Unlimited Access Holders (This reflects a 15% Manager's Discount on all accesses and an initial Free Month of service (September 1, 2003 – September 30, 2003.)**
- **Term:** September 1, 2003 to September 30, 2004 (the "Termination Date")
- **Toll Free Customer Support (877-2-eCivis) and training included**

Access, usage, and information sharing is limited to employees of:

Alachua County	**Community Based Organizations within the County**	
City of Alachua	**City of Archer**	**City of Hawthorne**
City of High Springs	**City of Lacrosse**	**City of Micanopy**
City of Newberry	**City of Waldo**	**City of Gainesville**

(Municipal inclusion is subject to signature of Amendment A, and agreement to all Terms & Conditions herein, by a representative of each Municipality)

This Agreement, including the *Terms and Conditions* is the complete and exclusive statement of the agreement between the parties.

ATTACHMENT A
Original Agreement with eCivis LLC and County

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

eCivis.com, LLC

By:_____

Karl T. Rectanus
Director, East Coast Operations
eCivis.com, LLC

County of Alachua, FL

By:_____

_____
Print Name

_____
Print Title

_____
Date

ATTACHMENT A
Original Agreement with eCivis LLC and County

TERMS AND CONDITIONS

1. **General.** "You" means the single end-user organization executing this Agreement.

"Access Holder" means each individual that is an employee of your organization that uses *Grants Network*.

"Grants Network" means the most current version of the online grants database libraries. eCivis reserves the right to discontinue *Grants Network* at any time by giving written notice to you.

2. **License.** eCivis grants you, subject to this Agreement, a nonexclusive, nontransferable right and license.
   1. To permit each allowed Access Holder to access *Grants Network* through the Internet.
   2. To create printouts, download and store in electronic form, and re-purpose *Grants Network* for internal use in connection with your normal business activities.

You may not engage in such activity if it is for commercial sale, redistribution, broadcast or transfer of such materials. You agree not to rent, lease, sublicense, distribute, or transfer any information to entities or people outside your organization. You agree to take all reasonable steps to protect *Grants Network* from unauthorized access, copying, or use.

If people or entities outside your organization use your usernames to access *Grants Network*, eCivis reserves the right to terminate this contract.

3. **Passwords.** You agree to assume sole responsibility for the security of your passwords.

4. **Help Desk.** eCivis maintains a help desk from 9 AM to 5 PM Pacific Time capable of providing technical assistance for *Grants Network*. eCivis does not hold itself out as a professional expert and advisor regarding your computer or information needs.

5. **Your Responsibilities.** You are responsible for determining whether the *Grants Network* will achieve the results you desire; You are responsible for adopting reasonable measures to limit your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions in *Grants Network*. You agree to indemnify and hold eCivis, its managers, members, officers, employees, harmless from and against any loss, claims, demands, expenses, or liability of whatever nature or kind of you or any third parties arising out of your use of *Grants Network*.

6. **Term.** The initial term of this Agreement shall commence on the date set forth above and end on the Termination Date.

7. **Fees.** eCivis will charge, and you agree to pay, the Fees. Payments for all sums properly invoiced shall be made within 45 days in accordance with the provisions of § 218, Part VII Florida Statutes (AFlorida Prompt Payment Act@) and the Alachua County Prompt Payment Procedure. (Available at http://www.co.alachua.fl.us/ and on file with eCivis as printed on date of signing.)

8. **Changes.** eCivis reserves the right to change its fees and any other terms and conditions, at any time, effective upon publication. These changes will NOT affect any existing contract Term.

9. Proprietary Protection. eCivis is the sole owner of Grants Network and any associated intellectual property rights. eCivis claims U.S. and foreign copyright ownership with respect to Grants Network. You agree not to remove any copyright notices from printouts of *Grants Network*. Regardless of any conflicting language elsewhere in this agreement, the County retains the right to (1) disclose any information as required by § 119, Florida Statutes, or (2) retain copies of documents in accordance with Florida law.

10. Indemnification. If a third party claims that *Grants Network* or your use of *Grants Network* pursuant to this Agreement infringes any U.S. patent, copyright, or trade secret, eCivis will defend you and all Access Holders against such claim at eCivis's expense and pay all damages that a court finally awards, provided that you promptly notify eCivis in writing of the claim, and allow eCivis to control, and cooperate with eCivis in, the defense or any related settlement negotiations. If such a claim is made or appears possible, eCivis may, at its option, secure for you the right to continue to use the Product, modify or replace the Product with equivalent information so they are noninfringing, or, if neither of the foregoing options is available in eCivis's sole judgment, terminate this Agreement by paying you a credit equal to the portion of previously paid fees and charges allocable to the remaining term of this Agreement. THIS PARAGRAPH STATES ECIVIS'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

11. Limitations. eCivis shall employ due care and attention in obtaining and maintaining *Grants Network*. However, you acknowledge that any collection and compilation of data entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, you agree that the *Grants Network* is provided "as is"; eCivis makes no representation or warranty with respect to their accuracy, completeness, and eCivis specifically disclaims any other warranty, express, implied, or statutory, including, any warranty of merchantability or fitness for a particular purpose. eCivis shall not be liable because of any such errors, omissions, delays, or losses, including data losses and corruption, unless caused by eCivis's gross negligence or willful misconduct. You further agree that in no event will the total aggregate liability of eCivis for any claims, losses, or damages arising under this agreement and services performed hereunder, whether in contract or tort, including negligence, exceed the total amount paid by you to eCivis during the preceding twelve-month period, even if eCivis has been advised of the possibility of such potential claim, loss, or damage.

You acknowledge that eCivis is not a consulting firm or a grant-writing firm. You agree always to read the full original grant notice provided. You acknowledge that eCivis does not warrant that use of the *Grants Network* will result in any grant acquisition. You acknowledge that *Grants Network* may not include all potential data. Specifically, eCivis makes no warranty that *Grants Network* has all grants that the federal or a state government may have available.

12. Default. Should you fail to pay Fees due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with eCivis, eCivis may, at its option, in addition to other available remedies, terminate this Agreement provided that it first gives you fifteen (15) days' prior notice to permit you to cure your default. eCivis reserves the right, with or without notice, to suspend access to or use of any Product in the event of any delinquency or default. eCivis may elect, in eCivis's sole discretion, after delinquency, to terminate all personal information and settings associated with an Access Holder. Such information and settings will be unrecoverable after such termination.

13. **Force Majeure.** eCivis shall not be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond the reasonable control of eCivis; equipment, or telecommunications failure; labor dispute; or failure of any third party to perform any agreement with eCivis that adversely affects eCivis's ability to perform its obligations hereunder.

14. **Governing Law.** Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida as it applies to a contract made and performed in such state.

********** End of Terms and Conditions **********

ATTACHMENT A
Amendment A to eCivis Agreement

Amendment A
Municipal and Agency Inclusion – User Agreement

The County of Alachua has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of 8 municipalities and certain public agencies within its geographic boundaries. The County of Alachua will assume the full cost of the service and its inclusions as described herein so long as the municipalities abide and are guided by the Terms & Conditions listed.

By signing below on behalf of a municipality or agency, the signatory agrees the municipality or agency and all of its employees will:

- Incur no cost to their municipality or agency for the services described herein, including, but not limited to, full access to *Grants Network*, initial training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the municipality or agency not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE MUNICIPALITY.)
- Agree to and abide by all requirements within this Subscription Agreement and the Terms & Conditions.
- Provide contact information for all employees designated as users,
- Receive Usernames, passwords, and full access to service, and,
- Agree to all legal oversight, negotiation, or changes by the County of Alachua to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.

City of Alachua

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Archer

By:_____

_____
Print Name

_____
Print Title

_____
Date

City of Hawthorne

By:_____

_____
Print Name

_____
Print Title

City of High Springs

By:_____

_____
Print Name

_____
Print Title

ATTACHMENT A
Amendment A to eCivis Agreement

Date

Date

City of Lacrosse

By:_____

Print Name

Print Title

Date

City of Micanopy

By:_____

Print Name

Print Title

Date

City of Newberry

By:_____

Print Name

Print Title

Date

City of Waldo

By:_____

Print Name

Print Title

Date

City of Gainesville

By:_____

Print Name

Print Title

Date

School Board of Alachua County

By:_____

Print Name

Print Title

Date

Information Collection

ATTACHMENT B

To evaluate use and value of this subscription, the County intends to collect and monitor the following statistics for the various groups of users: Much of this information will be automatically collected by eCivis *Grants Network.*

INFORMATION COLLECTED AUTOMATICALLY

TOTAL SEARCHES

County
Each Participating Municipality or agency
Each Community Based Group
Cumulative for all Municipalities
Cumulative for all Community based groups
Cumulative for all Groups

GRANTS SAVED

Report is broken down by groups as listed above

INFORMATION THAT REQUIRES USER INPUT IN THE "NOTES" FIELD

GRANTS CONSIDERED and GRANTS APPLIED FOR

A. Report is broken down by groups as listed above.
B. This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered
    - Name of Agency/Organization referred to (if other than Users organization) and Date
    - Action taken (applied for (see below) deferred, decided not to apply)
    - If the decision was NOT to apply, indicate why (no match, not enough staff, not in our mission, etc)
    - Date award decision will be announced.
    - Amount applied for
    - Partnerships (joint applications/letters of support) - list

GRANTS AWARDED/DENIED

A. Report is broken down by groups as listed above.

ATTACHMENT B

B. This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered

- Awarded or Denied
- If awarded, expected date of award and period covered
- Amount awarded

ATTACHMENT C

GRANTS NETWORK SIGN-UP SHEET

PLEASE PRINT

Contact (If Applicable) for PADDLE FLORIDA, INC.
Name of Organization or Affiliation

BILL RICHARDS
NAME

1710 SW 35th PLACE - UNIT C
ADDRESS

352 377. 8342 - cell. 352.281.8219
PHONE

b.scot.richards@gmail.com
EMAIL

HTTP:// www.paddleflorida.org
ADDRESS OF ORGANIZATIONS' HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED: 5

PLEASE PRINT NEATLY

	NAME	TITLE/POSITION	EMAIL AND ADDRESS/TELEPHONE
1	BILL RICHARDS	EXECUTIVE DIRECTOR	bill@paddleflorida.org - 352 377.8342
2	NICOLE KORTUS	PRESIDENT	KORTUSN@gmail.com - 352. 514.0068
3	JILL LINGARD	VICE-PRESIDENT	JILL.LINGARD@WARRINGTON.UFL.EDU 352.336.3260
4	LAURA HALLAM	SEC/TREASURER	LATHALLAM@gmail.com 352. 468.1850
5	LARS ANDERSEN	BOARD MEMBER	riverguide2000@yahoo.com 386.454.0611

USE ADDITIONAL PAGES OR ATTACH A SEPARATE LIST IF NEEDED

ATTACHMENT D

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR *GRANTS NETWORK* ACCESS FOR
COMMUNITY BASED ORGANIZATIONS ONLY

GRANTS NETWORK COMMUNITY BASED ORGANIZATION GUIDELINES

The Subscriber warrants that they:

1) Have an office located within Alachua County
2) Offer services that directly benefit the residents of Alachua County
3) Offer services on a non-discriminatory basis.
4) Comply with all federal non-discrimination laws
5) Are organized under the IRS Code section 501C

ALACHUA COUNTY

Suzanne Gable, CPA, Director
Office of Management and Budget

Witness to Ms. Gable

Approved as to Form by the Alachua
County Attorney and accepted by the Board of
County Commissioners at their regular meeting
on September 23, 2003

SUBSCRIBER

By: _____

Print: BILL RICHARDS

Title: EXECUTIVE DIRECTOR

Date: 11 APRIL 11

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

ATTACHMENT A
Original Agreement with eCivis LLC and County

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

eCivis.com, LLC

By:_____

Karl T. Rectanus
Director, East Coast Operations
eCivis.com, LLC

County of Alachua, FL

By:_____

_____
Print Name

_____
Print Title

_____
Date

MEMORANDUM OF UNDERSTANDING
Grant Locator Access

This memorandum of understanding entered in to this 17th day of March, 2011 between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and Blaser Family Foundation hereinafter referred to as "SUBSCRIBER"

WHEREAS, The COUNTY has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of municipalities within its geographic boundaries; and,

WHEREAS, The COUNTY will assume the full cost of the service and its inclusions as described herein so long as the SUBSCRIBER abides and is guided by the Terms & Conditions and procedures attached hereto,

Now therefore the parties agree as follows:

TERM: This agreement shall commence on the date first written above and continue until termination of the subscription agreement between eCivis and the COUNTY or until terminated as provided herein, whichever shall first occur.

By signing below on behalf of the SUBSCRIBER, the signatory understands and agrees that the SUBSCRIBER and all of its employees will:

1. Incur no cost to the SUBSCRIBER for the services described herein, including, but not limited to, full access to *Grants Locator*, training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the SUBSCRIBER not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE SUBSCRIBER.)
2. Agree to and abide by all requirements within the Subscription Agreement and the Terms & Conditions. (Included as Attachment A) and any additional conditions that may be agreed to from time to time between COUNTY and eCivis.
3. Agree to cooperate with the COUNTY in monitoring usage and other statistics related to use of *Grant Locator*, including but not limited to those collected by *Grant Locator*, and as described in Attachment B.
4. Provide contact information for all employees designated as users,
5. Receive Usernames, passwords from the COUNTY, and full access to service,
6. Agree to all legal oversight, negotiation, or changes by the COUNTY to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.
7. The SUBSCRIBER understands that User Ids and passwords may only be used by the individual(s) or the incumbent of a position listed on the attached contact list (Attachment C) and only for purposes that benefit the citizens of Alachua County and are in accordance with this agreement.

8. The SUBSCRIBER and its employees will not share or provide their user-id and password with another employee, any agent of the SUBSCRIBER or any other person, whether such might be permissible under this agreement or not.
9. The SUBSCRIBER agrees to notify the COUNTY in a timely manner when an employee or agent of the SUBSCRIBER is no longer acting on behalf of the SUBSCRIBER. The COUNTY will deactivate that User ID or Password upon receipt of such notice.
10. The COUNTY and the SUBSCRIBER understand and agree that the contact list may from time to time be updated and names added or deleted by mutual written consent of the respective Principle Contacts, without the need to formally amend this agreement.
11. Principal Contacts are:

For the County
John Johnson Grants/Contracts Coordinator

For the SUBSCRIBER
Christopher M. Johnson
Blaser Family Foundation

12. This agreement may be terminated by either party with 48 hours notice upon written notification to the respective Principal Contacts. The COUNTY may terminate this agreement without notice if it becomes credibly aware that SUBSCRIBER or its employees or agents have violated the terms of this agreement.
13. The COUNTY will provide initial training on a periodic basis. The COUNTY cannot generally provide training on demand but will schedule periodic training sessions and notify the SUBSCRIBER of the time and place.
14. This agreement may be modified from time to time by mutual written agreement of the parties.

This Memorandum of Understanding, along with the attachments hereto, constitute the entire understandings buy the parties

In witness whereof the parties have caused this Memorandum of Understanding to be executed for the uses and purposes therein expressed on the day and year first above written.

Alachua County

Suzanne Gable

Suzanne Gable
Office of Management and Budget

Witness to Ms. Gable 11-12-2011

Approved as to Form by the Alachua County Attorney accepted by the Board of County Commissioners at their regular meeting on September 23, 2003

Subscriber

By: [signature]

Print: Christopher M. Johnson

Title: Executive Director

Date: 3/16/11

Tax ID Number: 202561931

Attest or Witness

By: J. Kari Brill

Print: J. Kari Brill

Title: Dir. Business Development

Date: 3/16/11

ATTACHMENT A

eCivis
GRANTS LOCATOR

SUBSCRIPTION AGREEMENT
Between

Date 8-29-2003
Contract No. 20063

eCivis.com LLC, a Delaware limited liability company ("eCivis")

Address: 150 E. Colorado Boulevard, Suite 215
Pasadena, CA 91105
Phone: (877) 232-4847
Principal Contact: **Karl Rectanus**
Customer Name, type of entity, and jurisdiction: **County of Alachua, FL**

Address: **County of Alachua**
Office of Mgmt. And Budget
105 SE 1st Avenue
Gainesville, FL 32607
Phone: **(352) 374-5204**
Principal Contact and Master Access Holder: **John Johnson, Grants Contract Coordinator**

This Agreement provides for eCivis to grant access to your Access Holders, on a password-restricted basis, through the Internet, the following products for the following fees ("Fees"):

Grants Locator software and databases: Federal, Florida, and Foundation Version

- **$46,500 for Unlimited Access Holders (This reflects a 15% Manager's Discount on all accesses and an initial Free Month of service (September 1, 2003 – September 30, 2003.)**
- **Term:** September 1, 2003 to September 30, 2004 (the "Termination Date")
- **Toll Free Customer Support (877-2-eCivis) and training included**

Access, usage, and information sharing is limited to employees of:

Alachua County	**Community Based Organizations within the County**	
City of Alachua	**City of Archer**	**City of Hawthorne**
City of High Springs	**City of Lacrosse**	**City of Micanopy**
City of Newberry	**City of Waldo**	**City of Gainesville**

(Municipal inclusion is subject to signature of Amendment A, and agreement to all Terms & Conditions herein, by a representative of each Municipality)

This Agreement, including the *Terms and Conditions* is the complete and exclusive statement of the agreement between the parties.

ATTACHMENT A

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

eCivis.com, LLC

By:_____

Karl T. Rectanus
Director, East Coast Operations
eCivis.com, LLC

County of Alachua, FL

By:_____

_____
Print Name

_____
Print Title

_____
Date

ATTACHMENT A

TERMS AND CONDITIONS

1. **General.** "You" means the single end-user organization executing this Agreement.

"Access Holder" means each individual that is an employee of your organization that uses *Grants Locator*.

"Grants Locator" means the most current version of the online grants database libraries. eCivis reserves the right to discontinue *Grants Locator* at any time by giving written notice to you.

2. **License.** eCivis grants you, subject to this Agreement, a nonexclusive, nontransferable right and license.
   1. To permit each allowed Access Holder to access *Grants Locator* through the Internet.
   2. To create printouts, download and store in electronic form, and re-purpose *Grants Locator* for internal use in connection with your normal business activities.

You may not engage in such activity if it is for commercial sale, redistribution, broadcast or transfer of such materials. You agree not to rent, lease, sublicense, distribute, or transfer any information to entities or people outside your organization. You agree to take all reasonable steps to protect *Grants Locator* from unauthorized access, copying, or use.

If people or entities outside your organization use your usernames to access *Grants Locator*, eCivis reserves the right to terminate this contract.

3. **Passwords.** You agree to assume sole responsibility for the security of your passwords.

4. **Help Desk.** eCivis maintains a help desk from 9 AM to 5 PM Pacific Time capable of providing technical assistance for *Grants Locator*. eCivis does not hold itself out as a professional expert and advisor regarding your computer or information needs.

5. **Your Responsibilities.** You are responsible for determining whether the *Grants Locator* will achieve the results you desire; You are responsible for adopting reasonable measures to limit your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions in *Grants Locator*. You agree to indemnify and hold eCivis, its managers, members, officers, employees, harmless from and against any loss, claims, demands, expenses, or liability of whatever nature or kind of you or any third parties arising out of your use of *Grants Locator*.

6. **Term.** The initial term of this Agreement shall commence on the date set forth above and end on the Termination Date.

7. **Fees.** eCivis will charge, and you agree to pay, the Fees. Payments for all sums properly invoiced shall be made within 45 days in accordance with the provisions of § 218, Part VII Florida Statutes (AFlorida Prompt Payment Act@) and the Alachua County Prompt Payment Procedure. (Available at http://www.co.alachua.fl.us/ and on file with eCivis as printed on date of signing.)

8. **Changes.** eCivis reserves the right to change its fees and any other terms and conditions, at any time, effective upon publication. These changes will NOT affect any existing contract Term.

ATTACHMENT A

9. **Proprietary Protection.** eCivis is the sole owner of Grants Locator and any associated intellectual property rights. eCivis claims U.S. and foreign copyright ownership with respect to Grants Locator. You agree not to remove any copyright notices from printouts of *Grants Locator*. Regardless of any conflicting language elsewhere in this agreement, the County retains the right to (1) disclose any information as required by § 119, Florida Statutes, or (2) retain copies of documents in accordance with Florida law.

10. **Indemnification.** If a third party claims that *Grants Locator* or your use of *Grants Locator* pursuant to this Agreement infringes any U.S. patent, copyright, or trade secret, eCivis will defend you and all Access Holders against such claim at eCivis's expense and pay all damages that a court finally awards, provided that you promptly notify eCivis in writing of the claim, and allow eCivis to control, and cooperate with eCivis in, the defense or any related settlement negotiations. If such a claim is made or appears possible, eCivis may, at its option, secure for you the right to continue to use the Product, modify or replace the Product with equivalent information so they are noninfringing, or, if neither of the foregoing options is available in eCivis's sole judgment, terminate this Agreement by paying you a credit equal to the portion of previously paid fees and charges allocable to the remaining term of this Agreement. THIS PARAGRAPH STATES ECIVIS'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

11. **Limitations.** eCivis shall employ due care and attention in obtaining and maintaining *Grants Locator*. However, you acknowledge that any collection and compilation of data entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, you agree that the Grants Locator is provided "as is"; eCivis makes no representation or warranty with respect to their accuracy, completeness, and eCivis specifically disclaims any other warranty, express, implied, or statutory, including, any warranty of merchantability or fitness for a particular purpose. eCivis shall not be liable because of any such errors, omissions, delays, or losses, including data losses and corruption, unless caused by eCivis's gross negligence or willful misconduct. You further agree that in no event will the total aggregate liability of eCivis for any claims, losses, or damages arising under this agreement and services performed hereunder, whether in contract or tort, including negligence, exceed the total amount paid by you to eCivis during the preceding twelve-month period, even if eCivis has been advised of the possibility of such potential claim, loss, or damage.

You acknowledge that eCivis is not a consulting firm or a grant-writing firm. You agree always to read the full original grant notice provided. You acknowledge that eCivis does not warrant that use of the *Grants Locator* will result in any grant acquisition. You acknowledge that *Grants Locator* may not include all potential data. Specifically, eCivis makes no warranty that *Grants Locator* has all grants that the federal or a state government may have available.

12. **Default.** Should you fail to pay Fees due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with eCivis, eCivis may, at its option, in addition to other available remedies, terminate this Agreement provided that it first gives you fifteen (15) days' prior notice to permit you to cure your default. eCivis reserves the right, with or without notice, to suspend access to or use of any Product in the event of any delinquency or default. eCivis may elect, in eCivis's sole discretion, after delinquency, to terminate all personal information and settings associated with an Access Holder. Such information and settings will be unrecoverable after such termination.

13. **Force Majeure.** eCivis shall not be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond the reasonable control of eCivis; equipment, or telecommunications failure; labor dispute; or failure of any third party to perform any agreement with eCivis that adversely affects eCivis's ability to perform its obligations hereunder.

14. **Governing Law.** Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida as it applies to a contract made and performed in such state.

******** End of Terms and Conditions ********

ATTACHMENT A

Amendment A

Municipal Inclusion – User Agreement

The County of Alachua has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of 8 municipalities within its geographic boundaries. The County of Alachua will assume the full cost of the service and its inclusions as described herein so long as the municipalities abide and are guided by the Terms & Conditions listed.

By signing below on behalf of a municipality, the signatory agrees the municipality and all of its employees will:

- Incur no cost to their municipality for the services described herein, including, but not limited to, full access to *Grants Locator*, initial phone training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the municipality not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE MUNICIPALITY.)
- Agree to and abide by all requirements within this Subscription Agreement and the Terms & Conditions.
- Provide contact information for all employees designated as users,
- Receive Usernames, passwords, and full access to service, and,
- Agree to all legal oversight, negotiation, or changes by the County of Alachua to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.

City of Alachua

By: _____

Christopher M. Johnson

Print Name

Executive Director

Print Title

5/16/11

Date

City of Archer

By: _____

Print Name

Print Title

Date

City of Hawthorne

By: _____

Print Name

Print Title

City of High Springs

By: _____

Print Name

Print Title

ATTACHMENT A

Date

Date

City of Lacrosse

By:_____

Print Name

Print Title

Date

City of Micanopy

By:_____

Print Name

Print Title

Date

City of Newberry

By:_____

Print Name

Print Title

Date

City of Waldo

By:_____

Print Name

Print Title

Date

City of Gainesville

By: Christopher M. Johnson

Print Name

Executive Director

Print Title

5/16/11

Date

ATTACHMENT B

Information Collection

To evaluate use and value of this subscription, the County intends to collect and monitor the following statistics for the various groups of users: Much of this information will be automatically collected by *Grants Locator*.

INFORMATION COLLECTED AUTOMATICALLY

TOTAL SEARCHES

County
Each Participating Municipality
Each Community Based Group.
Cumulative for all Municipalities
Cumulative for all Community based groups
Cumulative for all Groups

GRANTS SAVED

Report is broken down by groups as listed above

Includes those grants that the organization or agency felt warranted a "second look".

INFORMATION THAT REQUIRES USER INPUT IN THE "NOTES" FIELD

GRANTS CONSIDERED and GRANTS APPLIED FOR

Report is broken down by groups as listed above.

This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered

- Name of Agency/Organization referred to (if other than Users organization) Date
- Action taken (applied for (see below) deferred, decided not to apply)
- If the decision was NOT to apply, indicate why (no match, not enough staff, not in our mission, etc)
- Date award decision will be announced.
- Amount applied for
- Partnerships (joint applications/letters of support)

ATTACHMENT B

GRANTS AWARDED/DENIED

Report is broken down by groups as listed above.

This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered

- Date of denial
- Awarded or Denied
- If awarded, expected date of award and period covered
- Amount awarded

ATTACHMENT C

GRANTS LOCATOR SIGN-UP SHEET

Contact (If Applicable) for Blaser Family Foundation
PLEASE PRINT
Name of Organization or Affiliation

Rich Blaser
NAME

10104 SW 17th Place Gainesville, FL 32607
ADDRESS

PHONE

Rich@infiniteenergy.com
EMAIL

HTTP://
ADDRESS OF ORGANIZATIONS' HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED: 2

PLEASE PRINT

	NAME	TITLE/POSITION	EMAIL AND ADDRESS/TELEPHONE
1	Kari Brill	Director of Business Development	kari@ncncf.org / 530 W University Ave / Gainesville, FL 32601 / 352 262-5701
2	Christopher Johnsen	Executive Director	Chris@ncncf.org / 1534 W University Ave / Gainesville, FL 32601 / 352 [illegible]-0685
3			
4			
5			

USE ADDITIONAL PAGES OR ATTACH A SEPARATE LIST]

ATTACHMENT D

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR *GRANTS LOCATOR* ACCESS FOR
COMMUNITY BASED ORGANIZATIONS ONLY

GRANTS LOCATOR COMMUNITY BASED ORGANIZATION GUIDELINES

The Subscriber warrants that they:

1) have an office located within Alachua County
2) offer services that directly benefit the residents of Alachua County
3) offer services on a non-discriminatory basis.
4) comply with all federal non-discrimination laws
5) are organized under the IRS Code section 501C

Alachua County

Suzanne Gable
Office of Management and Budget

Witness to Ms. Gable

Approved as to Form

Alachua County Attorney

Subscriber

By: _____

Print: _____

Title: _____

Date: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

Amendment A to Agreement between eCivis LLC and Alachua County
Municipal Inclusion – User Agreement

The County of Alachua has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of 8 municipalities within its geographic boundaries. The County of Alachua will assume the full cost of the service and its inclusions as described herein so long as the municipalities abide and are guided by the Terms & Conditions listed.

By signing below on behalf of a municipality, the signatory agrees the municipality and all of its employees will:

- Incur no cost to their municipality for the services described herein, including, but not limited to, full access to *Grants Locator*, initial phone training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the municipality not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE MUNICIPALITY.)
- Agree to and abide by all requirements within this Subscription Agreement and the Terms & Conditions.
- Provide contact information for all employees designated as users,
- Receive Usernames, passwords, and full access to service, and,
- Agree to all legal oversight, negotiation, or changes by the County of Alachua to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.

City of Alachua

By:_____

Print Name

Print Title

Date

City of Archer

By:_____

Print Name

Print Title

Date

City of Hawthorne

By:_____

Print Name

Print Title

Date

City of High Springs

By:_____

Print Name

Print Title

Date

City of Lacrosse

By:_____

Print Name

Print Title

Date

City of Micanopy

By:_____

Print Name

Print Title

Date

City of Newberry

By:_____

Print Name

Print Title

Date

City of Waldo

By:_____

Print Name

Print Title

Date

City of Gainesville

By: [signature]

Christopher M. Johnson

Print Name

Executive Director

Print Title

5/16/11

Date

ATTACHMENT E

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

FOR *GRANTS LOCATOR* ACCESS FOR
APPOINTED MEMBERS OF COUNTY ADVISORY BOARDS AND COMMISSIONS

GRANTS LOCATOR ADVISORY BOARD GUIDELINES

The Subscriber warrants that they:

1). Are currently an appointed member of a County advisory Board or Commission
2). Will use *Grants Locator* for the benefit of the citizens of Alachua County

Alachua County

_____
Suzanne Gable
Office of Management and Budget

_____
Witness to Ms. Gable

Subscriber

By: _____

Print: _____

Advisory Board/Commission Name

_____

Term Expiration: _____

Date: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

June 28, 2011 Regular BoCC Meeting
Agenda Item #30

Title
Electric Motor Energy Audit Replacement and Management System: RFP 11-444. (Amended)

Amount
N/A

Description
Request approval of the Finance Report to approve the ranking for RFP 11-444: Electric Motor Energy Audit Replacement and Management System.

Recommendation
Approve the Finance Report to rank RFP 11-444; Electric Motor Energy Audit Replacement and Management System and authorize staff to negotiate an agreement with the top ranked firm until an agreement is reached.

Alternative(s)
That the Board reject the ranking of RFP #11-444; Electric Motor Energy Audit Replacement and Management System.

Requested By
That the Board reject the ranking of RFP #11-444; Electric Motor Energy Audit Replacement and Management System.

Originating Department
Facilities Management/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approve the final ranking, as set forth below, and authorize staff to negotiate an agreement with the top ranked firm until an agreement is reached. 1. AKEA, Inc.

Background
RFP #11-444; Electric Motor Energy Audit Replacement and Management System was advertised on January 12, 2011 and January 19, 2011. The deadline for receipt of RFP was February 29, 2011. One (1) vendor responded for RFP #11-444; Electric Motor Energy Audit Replacement and Management System.

Issues
If not approved the Board will need to provide staff with direction.

Fiscal Recommendation
n/a

Fiscal Alternative(s)

n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 11444FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

June 6, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director
Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: RFP #11-444; Electric Motor Energy Audit Replacement and Management System

Deadline for Receipt of Proposals:	2:00 p.m., Wednesday, February 23, 2011
Advertisement Dates:	January 12, 2011 and January 19, 2011
Notifications sent to:	500 Vendors
Solicitations Requested by:	20 Vendors
Responses Received From:	1 Vendor

Firms:

AKEA, Inc.
Newberry, FL

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the final ranking, as set forth below, and authorize staff to negotiate an agreement with the top ranked firm until an agreement is reached.

1. AKEA, Inc

APPROVED THIS 28th DAY OF June, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS/mm

June 28, 2011 Regular BoCC Meeting
Agenda Item #31

Title
Alachua County Animal Services Renovation General Construction Agreement(Amended) (Amended)

Amount
$899,997.00

Description
Request Approval of the Finance Report and General Construction Agreement between Alachua County Board of County Commissioners and Mandese White Construction, Inc. for the Alachua County Animal Services Renovation.

Recommendation
Approve the Finance Report with ranking, award Bid 11-440 and approve the General Construction Agreement between Alachua County Board of County Commissioners and Mandese White Construction, Inc. for the Alachua County Animal Services Renovation.

Alternative(s)
Do not approve and provide staff with direction

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Finance Report for Bid #11-440 General Construction Agreement (2 originals)

Documents Requiring Action
Finance Report for Bid #11-440General Construction Agreement

Executive Summary
General Construction Agreement with Mandese White Construction, Inc. for the renovation to the Animal Services Building.

Background
At the March 18, 2008 Board of County Commissioners' Special Session, $1.5 million was allocated for Animal Services. On March 20, 2009 the Board reallocated $1 Million to this project (Budget Amendment BM9-132).At the March 23, 2010 Board meeting the Board of County Commissioners approved the contract with Bacon Group, Inc. (Architect) for Design of Renovation of the Animal Services Building.

Issues
Mechanical systems are failing and the building is not aligned with the goal of the Alachua County Commission for Green Buildings, the new design will provide a Green Building Renovation and a safe environment for animals, public and staff.

Fiscal Recommendation
Approve the agreement; sufficient budget exists in the Public Improvement Revenue Bond Fund

Fiscal Alternative(s)
None

Funding Sources
Public Improvement Revenue Bond 2007

Account Code(s)
348-2513-562.62-10

Attachment: FINANCE_REPORT_MANDESE.pdf
Attachment: Mandese Animal Services Reno Final.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

June 10, 2011

MEMORANDUM

To Alachua County Board of County Commissioners

From: Betty Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: Bid #11-440; Alachua County Animal Services Renovation

Deadline for Receipt of Bids:	2:00 pm, Wednesday, December 22, 2010
Advertisement Dates:	October 27, 2010 and November 3, 2010
Notifications sent to:	2147 Vendors
Solicitations Requested by:	97 Vendors
Bid(s) Received From:	10 Vendors

Firms:	**Base Bid**	***Small Business Enterprise Adjusted Bid Price***
Abba Construction, Inc. Jacksonville, FL	***Vendor deemed Non-Responsive*	
Anglin Construction Company Gainesville, FL	$ 975,900.00	$ 927,105.00
Atlantic Icon, Corp. Hollywood, FL 33020	$ 859,767.17	
Britt Construction, Inc. Oakland, FL	$ 962,000.00	
Genesis Construction & Management, Inc. Ocala, FL	$ 989,495.00	$ 940,020.25
Mandese White Construction, Inc. Gainesville, FL	$ 899,977.00	$ 854,978.15
PPI/Charles Perry Construction, LLC Gainesville, FL	$1,024,141.00	

Firms:	**Base Bid plus Alternate #1**	***Small Business Enterprise Adjusted Bid Price***
Scherer Construction of North Florida, LLC Gainesville, FL	$ 965,029.00	
Shine & Company, Inc. High Springs, FL	$ 888,000.00	
Slack Construction, Inc. Ocala, FL	$ 912,000.00	

Administrative Recommendation:

The recommendation of the Facilities Management Division is to approve the award of Bid #11-440; Alachua County Animal Services Renovation, to Mandese White Construction, Inc., in the amount of $899,977.00 (*Small Business Enterprise 5% adjusted price $854,978.15)*, as the lowest responsive and responsible bidder meeting specifications and authorize the Chairperson to sign contract.

APPROVED THIS 28th DAY OF June, 2011.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS:mm

APPROVED AS TO FORM

_____
ALACHUA COUNTY ATTORNEY

ALACHUA COUNTY

GENERAL CONSTRUCTION AGREEMENT

ALACHUA COUNTY Animal Services Renovation
PROJECT

MANDESE WHITE CONSTRUCTION, 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 made and entered into this _____day of _____, 20_____, by and between Mandese White Construction, Inc, hereinafter referred to as "Contractor" doing business at 2631 NW 41st Street, Third Floor Gainesville Florida, 32606: and Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County":

W I T N E S S E T H:

That the Contractor, for the consideration hereinafter set out, hereby agrees with the County as follows:

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 Design Documents by the Bacon Group, Inc. Project # BG 09-15 October 2010 **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 $Eight hundred ninety nine thousand, nine hundred ninety seven dollars ($899,997.00)., allocated as provided in the Schedule of Values Attached hereto.

   c. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such

services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Charlie Jackson Facilities Manager
ATTN: Charlie Jackson
105 SE 1st Ave., Suite 2-B
Gainesville, FL 32601

d. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Mandese White Construction
2631 NW 41st Street, E-2
Gainesville, Fl 32606

e. No additional reimbursable expense will be paid under this Agreement

4. <u>PROGRESS PAYMENTS AND RETAINAGE:</u>

a. That it is agreed by both parties hereto that progress payments and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the NTP and Attachment B. In case of conflict in payment terms, the terms in the NTP shall prevail.

b. If the total cost of the Work required is less than $200,000, it is agreed that 10% of the amount earned through each progress payment (if provided for) as set forth in the NTP or Attachment B will be withheld until the Project reaches Substantial Completion. Upon substantial completion, the County may reduce

the retainage to 5% and if there are no outstanding issues, pay to the Contractor one-half (1/2) of amount of retainage being held. Upon final completion and acceptance the County will pay the Contractor all retainage amounts held by the County.

c. If the total cost of the Work required is greater than $200,000.00 it is agreed by both parties hereto that progress payments (if provided for) and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the NTP or Attachment B as provided above. It is agreed that 10% of the amount earned through each progress payment as set forth in the Contract Documents and Specifications will be withheld until the Project reaches 50% completion. For purposes of this project, 50% completion is defined as payment of 50% of the Contract Amount. Once 50% completion is reached the Contractor may request that the County shall pay up to one half of the retainage then held by the County for the properly completed work. If the County does not dispute any services or payment, the County will make such payment. Furthermore, once 50% completion is reached, the County shall only retain 5% of each progress payment.

d. Within 30 days of substantial completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (The List) of items required to render complete, satisfactory and acceptable the construction services required herein. County will provide a first draft of the List within fifteen (15) days of notice of substantial completion. Contractor will notify the County of acceptance or of any changes requested within ten (10) days of receipt. The List developed does not relieve the Contractor of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of The List that are required to correct or complete the Project remain the responsibility of the Contractor.

e. The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

5. ASBESTOS FREE MATERIALS:

a. All work under this Contract will be performed with asbestos free materials. A written, notarized statement on company overhead is to be submitted with the executed Contract certifying this fact. All payments shall be withheld until such statement is submitted.
b. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified

in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

6. LIQUIDATED DAMAGES:

a. It is agreed by both parties that time is of the essence for the completion of this project. The Contract Time shall begin with the date provided in the Notice to Proceed to the Contractor by the County and will be complete within the time specified by the NTP

b. Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not substantially completed as herein defined or within such further time, if any, as shall be allowed for such performance of substantial completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of $250.00 per day for each and every calendar day after the date fixed for such substantial completion for the project.

c. Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not finally completed as herein defined or within such further time, if any, as shall be allowed for such performance of final completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum he sum of $100.00 per day for each and every calendar day after the date fixed for such completion for the project. It is agreed by both parties that time is of the essence for the completion of this project. The Contract time shall begin with the issuance of a NTP and will be complete within stated calendar days from the issuance of the NTP. Details are provided in Specific Terms.

7. RELEASE OF LIENS:

a. It is agreed that when all work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit and Release of Lien in the form provided in **Exhibit F**. The Contractor shall also provide a Release of Liens from every subcontractor, material man and supplier that has provided services or materials to the Project in the form provided in **Exhibit H** or on a form acceptable to the County.

8. INCORPORATION BY REFERENCE OF SPECIFICATIONS AND GENERAL CONDITIONS:

a. This document, the NTP, and any other documents listed or attached to this Contract are made a part of the Contract the same as though they were set forth at length herein.

b. In cases of discrepancy, the governing order of the documents is as follows:
   1. Contract Specific Term
   2. General Terms
   3. Scope of Service
   4. Notice to Proceed

9. INDEMNIFICATION:

a. To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

b. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

c. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

d. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or

indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

e. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

10. INSURANCE:

Throughout the term of this project, the Contractor shall provide and maintain insurance of the types and in the amounts set forth in **Exhibit E**.

11. BONDS:

a. The Contractor shall provide Payment and Performance bonds in the amount of the Work (Attachment B) for the term of this agreement in the form attached hereto as **Exhibits C & D.** That it is mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the required surety bond for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the County.

12. SEVERABILITY:

a. It is understood and agreed by the parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

13. AMENDMENT:

a. This Agreement may be amended by mutual written agreement of the parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.

14. INDEPENDENT CONTRACTOR:

a. In the performance of this Agreement, the Contractor will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the County. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.

15. OPTIONAL PARTICIPATION OF CONSULTANT:

a. The County is free to elect to have a Consultant on the job site to respond to requests for information made by Contractors, and to approve any payment requests. If the County does not elect to have a Consultant on the job site, any provisions incorporated in this Contract referring to the Consultant shall be disregarded, and any requests for information and approvals of payment requests shall be made by the Facilities Manager, Charlie Jackson.

16. CHOICE OF LAW:

a. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Venue shall be in Alachua County.

17. COMPLETE AGREEMENT:

a. This Agreement contains the sole and entire agreement between the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.

18. NON-WAIVER:

a. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non-compliance.

19. SUCCESSORS AND ASSIGNS:

a. The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

20. NO THIRD PARTY BENEFICIARIES

a. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

21. COUNTERPARTS:

a. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
Lee Pinkoson, Chair
Date: 6/30/11

ATTEST:

_____
J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST: (by corporate officer)

By: _____
(Signature)

Print/Type: Joey N. MANDESE
(Name)

Title: EXEC. VICE PRESIDENT

CONTRACTOR:

By: _____
(Signature)

Print/Type: JOSEPH M. WHITE
(Name)

Title: PRESIDENT

Date: 3/9/11

ATTACHMENT A: CONTRACT SPECIFICATIONS

CONTRACT SPECIFIC TERMS

1. (RESERVED)

2. PRICING

2.1. The actual pricing for work performed under the Contract will be as provide in the Scope of Services and the NTP.

3. HOURS OF WORK

3.1. Standard hours of work will be from 7:00 AM to 5:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Under no circumstances will the Contractor perform any work at any time or access the site of the Work without specific written (by memorandum or email) of the Owner's representative.

3.2. Non-standard hours are hours required by Owner to be worked before 7:00 AM and after 5:00 PM (unless alternate standard hours are agreed and adopted), Monday thru Friday, and all hours worked on Saturdays, Sundays and holidays will be considered non-standard hours.

3.3. Non-standard hours worked by Contractor to regain schedule or for Contractor's convenience shall not be entitled to additional compensation.

3.4. County Holidays - Holidays falling on Saturday will be observed on the Friday preceding the holiday and those falling on Sunday will be observed on the Monday following the holiday.

New Years Day
Martin Luther King Day
Memorial Day
4th of July
Labor Day
Veteran's Day
Thanksgiving Day and the day after Thanksgiving
Christmas Day

4. WORK AUTHORIZATION

4.1. Any work required under this Contract shall be authorized by issuance of formal, written NTP, based on the Scope of Services (Attachment C):
4.2. Alachua County shall issue a revised Notice to Proceed in the form of **Exhibit A**.
4.3. NTPs issued under this Agreement and amendments to NTP shall authorized by signature of the Director of Administrative Services or designee.

5. SCHEDULING OF WORK

5.1. Alachua County will issue a Notice to Proceed for the Work. The first day of performance under a NTP shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the NTP. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use the Contractor shall request Alachua County to inspect the Work to determine the status of completion. When Alachua County determines the Work to be substantially complete, Alachua County will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Work. Contractor shall proceed promptly to complete and correct items on the list.
5.2. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County operations and personnel.
5.3. Furniture and portable office equipment in the immediate work area will be moved to a designated location by the Contractor and replaced to its original location upon completion of the work. If the furniture and portable office equipment cannot be replaced to its original location, Alachua County will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Alachua County will compensate Contractor for any such transportation and storage costs incurred through an Amendment to the NTP.
5.4. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.
5.5. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to Alachua County for approval.

6. CONTRACTOR'S RESPONSIBILITIES:

6.1. The Contractor shall supervise, perform and direct the work using the best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the work under this Agreement. The Contractor shall ensure that the completed work complies accurately with the contract documents.

6.2. Contractor's Superintendent: The Contractor shall employ a competent resident superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be satisfactory to Alachua County Purchasing and Contracts Division and shall not be changed except with the written approval of the County. The superintendent shall represent the Contractor at the site and shall have full authority to act on behalf of the Contractor. All communications given to the superintendent shall be binding on the Contractor. All oral communications affecting contract time, contract sum and contract interpretation will be confirmed in writing by Alachua County.

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,

Forms, and all other applicable sections of the Contract Documents.

xx. Product: The term "product" includes materials, systems and equipment.

xxi. Project: The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the County or by separate contractors.

xxii. Proposal: A written quotation which may include drawings, technical specifications and other details for a specific project as requested by the County. The proposal shall include the total price for the project as well as the time to complete. No oral proposals will be accepted.

xxiii. Specifications: The Proposal and addenda prepared by the Contractor

xxiv. Sub-Subcontractor: Any person, partnership, or corporation under contract to any Subcontractor or Sub-Subcontractor ad infinitum to supply labor, material, equipment, or services in the performance of the work described in the contract documents.

xxv. Subcontractor: Any person, partnership, or corporation under contract to the Contractor to supply labor, material, equipment, or services in the performance of the work described in the contract documents.

xxvi. Substantial Completion: The date certified by the Consultant and the County Representative in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the project is available for beneficial occupancy by the County. A Certificate of Occupancy and other use permits for the work issued by appropriate authorities may be a requirement of substantial completion; however, the issuance of such documents and the date of issuance thereof shall not be construed to determine achievement of or the date of Substantial Completion.

xxvii. Technical Specifications: That portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

xxviii. The Work: The term "Work" means the labor, material, equipment, and/or services required by the Contract Documents to

fulfill the Contractor's obligation. The Work may constitute the whole or a part of the Project.

xxix. Vendor: The person, firm, corporation, organization or agency with whom the County has executed a contract for performance of the work and/or supply of equipment and/or materials or his duly authorized representative.

B. Intent of the County

i. The Contract shall be signed by the County Manager or the Chair of the Board of County Commissioners as appropriate and the Contractor. The Notice to Proceed will be signed by the Alachua County Administrative services Director or Designee and the Contractor but shall be considered valid only after the Contract has been executed by the parties thereto.

ii. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Organization of the Specifications into divisions, sections, and arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

iii. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

iv. Where the Work is to interface with existing conditions or with work to be performed by others, the Contractor shall fully and completely join the Work with such conditions in a workmanlike manner.

v. Interpretation: In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

C. Miscellaneous General Provisions

i. Compliance with Laws, Ordinances, and Regulations

- All City, County, State and Federal laws, regulations or ordinances must be strictly observed. Contractors shall be responsible for all practical and legal notices and signals to the public while the work is in progress and

shall take precautions that may be necessary to protect life and property.

- By submitting a proposal for a project the Contractor hereby agrees to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, and all other applicable ordinances, statutes, laws and amendments thereto.
- Time limits stated in the Contract Documents are of the essence of the contract. By submitting a proposal, the contractor confirms that the contract time proposed is a reasonable period for performing the work.

1.2 RESPONSIBILITIES OF THE COUNTY

A. The County is the Alachua County Board of County Commissioners or its duly authorized representatives and is referred to throughout the Contract Documents as if singular in number.

B. Information And Services Required Of The County

i. The County upon reasonable written request shall furnish to the Contractor in writing information that is necessary and relevant for the Contractor to evaluate, give notice of or enforce construction lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, the County's interest therein at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or unrecorded.

ii. The County shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

iii. Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, The County shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

iv. Information or services required of the County shall be furnished by the County with reasonable promptness after receipt from the Contractor of a written request for such information or services.

v. The foregoing is in addition to other duties and responsibilities of the County enumerated herein.

C. County's Right To Stop The Work: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by these specifications in Uncovering and Correction of Work, or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity.

D. Defective Work: If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may after such seven-day period, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate NTP Amendment shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Consultant's additional services, if applicable, and other County incurred expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

1.3 RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

B. Review Of Contract Documents And Field Conditions By Contractor

i. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the County and shall at once report to the Consultant errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the County or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents

unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Consultant. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Consultant, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

ii. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies omissions discovered shall be reported to the Consultant at once.

iii. The Contractor shall perform the Work in accordance with the Contract Documents and submittal approved as delineated in this section of the General Conditions.

iv. The Contractor shall give the Consultant timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the work.

C. Supervision And Construction Procedures

i. The Contractor shall have the Contractor's superintendent on site at all times during construction operations.

ii. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the contract. Where the Contract Documents call for specific means, methods, techniques, sequences and/or procedures to be followed in carrying out the Work, the Contractor shall comply with such specific instructions and shall be solely responsible for the supervision of the Work and for safety on the Project. If the Contractor believes that such specified means, methods, techniques, sequences and/or procedures might impair the quality of the Work or compromise the safety of the job, the Contractor shall notify the Consultant in writing setting forth the specifics of his concerns. All loss, damage, liability or cost of correcting defective work arising from the employment of any construction means, methods, techniques,

sequences and/or procedures shall be borne by the Contractor, notwithstanding that these are referred to, indicated or implied by the Contract documents, unless the Contractor has given timely notice to the County and Consultant in writing that such means, methods, techniques, sequences and/or procedures are not safe or suitable, and the County has instructed the Contractor in writing to proceed at the County's risk.

iii. The Contractor shall be responsible to the County for the acts and omissions of all entities or persons performing or supplying the Work. The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried on without conflict between trades and so that no trade causes delay to the general progress of the work. The Contractor and all Subcontractors shall at all times afford each trade, and separate contractor or the County, every reasonable opportunity for the installation of the Work and the storage of materials.

iv. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

v. The Contractor shall be responsible for inspection of portions of work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

vi. The Contractor shall perform all authorized work initiated by the County promptly and diligently in a good, proper, and workmanlike manner in accordance with these Specifications. The Contractor in doing the work shall have the freedom to perform the authorized work by such means and in such a manner as he may choose within the limits of these Specifications. Employees of the Contractor shall not be deemed employees of the County for any purposes whatsoever.

vii. If required by the County, The Contractor shall keep a daily log and diary of the work and shall include presence of subcontractors and the number of men for each subcontractor on the project, Contractor's personnel on the project and the work they are involved in, work completed that day, material deliveries on the project, inspections made and comments made by inspectors, the Consultant, or the County that affect the work and other pertinent information as deemed necessary.

D. Labor And Materials

i. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

ii. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

iii. The County will require of the Contractor that, to the fullest extent possible, preference in the employment of all skilled and unskilled labor, other than the Contractor's key personnel, be given to residents of this County, when such labor is available and qualified to do the type of work required. Attention is directed to Section 255.04, Florida Statutes, which requires that Florida products and labor shall be used on public contracts wherever price and quality are equal.

iv. After the Contract has been executed, the County and the Consultant will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in these specifications.

v. By making requests for substitutions based on above paragraphs, the Contractor:

- represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- certifies that the cost data presented is complete and includes all related costs under this Contract except the Consultant's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;

- will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

E. Warranty

i. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

ii. The Contractor warrants to the County and Consultant that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the County or Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

iii. The warranty required by the above paragraph shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

iv. Contractor agrees to remedy promptly, and without cost to County, any defective materials or workmanship that appear within one (1) year from the date of substantial completion of the work.

v. No provision contained in these Specifications shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with law.

vi. No provision contained in these Specifications shall be held to limit the terms and conditions of the Manufacturer's Warranty and Contractor shall secure parts, materials and equipment to be installed with Manufacturer's full warranty as to parts and service for one (1) year wherever possible.

F. Taxes: The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

G. Permits, Fees And Notices

i. The Contractor shall secure the building permit and other permits and governmental licenses and inspections necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

ii. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

iii. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are a variance therewith, the Contractor shall promptly notify the Consultant and County in writing, and necessary changes shall be accomplished by appropriate Modification.

iv. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Consultant and County, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

H. Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

I. Contractor's Construction Schedules

i. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the County's and Consultant's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

ii. If required by the County, the Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittal that is coordinated with the Contractor's construction schedule and allows the Consultant reasonable time to review submittals.

J. Documents And Samples At The Site: The Contractor shall maintain at the site for the County one record copy of the Drawings, Specifications, addenda, NTP Amendments and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Consultant and shall be delivered to the Consultant for submittal to the County upon completion of the Work.

K. Shop Drawings, Product Data And Samples

i. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

ii. Product Data is illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

iii. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

iv. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept is subject to the limitations of the "Administration of The Contract" section of these General Provisions.

v. The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action.

vi. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples and similar submittals until the respective submittal have been approved by the Consultant. Such Work shall be in accordance with approved submittal.

vii. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittal with the requirements of the Work and of the Contract Documents.

viii. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval thereof.

ix. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals to revisions other than those requested by the Consultant on previous submittals.

x. Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.

xi. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

L. Use Of Site: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

M. Cutting And Patching

i. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

ii. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the County or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or

otherwise alter such construction by the County or a separate contractor except with written consent of the County and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the County or separate contractor the Contractor's consent to cutting or otherwise altering the Work.

iii. Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, sidewalks, landscape materials and other improvements that are damaged by the Contractor shall be repaired to the satisfaction of the Consultant and authorities having jurisdiction. In the event that local authorities having jurisdiction require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work.

N. Cleaning Up

i. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operation under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.

ii. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so and the cost thereof shall be charged to the Contractor.

O. **Access to Work**: The Contractor shall provide the County and Consultant access to the Work in preparation and progress wherever located.

P. **Royalties And Patents**: All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said work.

1.4 ADMINISTRATION OF THE CONTRACT

A. **Consultant**

i. The Consultant is the independent professional in contract with the County for design and administration of this project. The term

"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 must be issued by the County.

iii. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the NTP Amendment, or Field Order.

iv. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed NTP Amendment that application of such unit prices to quantities of Work proposed will cause substantial inequity to the County or Contractor, the applicable unit prices shall be equitably adjusted.

B. NTP Amendment

i. A NTP Amendment is a written instrument prepared by the Consultant and signed by the Consultant, Contractor and County, stating their agreement upon a material change in the Work, the amount of the adjustment in the Contract Amount, if any, and the extent of the adjustment in the Contract Time, if any.

ii. Methods used in determining adjustments to the Contract Amount will be in accordance with usual practices in the industry..

iii. NTP Amendment shall be in the form of **Exhibit B.**

iv. Changes in the Contract Amount due to NTP Amendment

v. Unless previously agreed upon or otherwise provided for in the Contract Documents, changes in the Contract Amount for the purposes of this Section shall be limited to the following:

- labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom and workers' or workmen's compensation insurance;
- materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- rental of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- additional supervision and field office personnel directly attributable to the change.

vi. Costs shall not include any of the following:

- salaries or other compensation of the Contractor's personnel at the Contractor's offices, including the field office, unless direct additional expenses have been incurred exclusively because of the change.
- expenses of the Contractor's 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 if substantially complete. If the Consultant's and the County Representative's inspection discloses any items, whether or not included on the Contractor's list, which are not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such items upon notification by the Consultant and/or the County's Representative. The Contractor shall then submit a request for another inspection by the Consultant to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Consultant will prepare a Certificate of Substantial completion that shall establish the date of Substantial Completion, shall establish responsibilities of the County and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the County and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

ii. The Contractor shall provide the County, in writing, at least ten (10) business days notification of the need to conduct an inspection for substantial completion.

iii. When a Certificate of Occupancy, and Certificate of Substantial Completion are issued, or where such is not required, when the Consultant has certified substantial completion in writing the Contractor may make Application for Payment to reduce the retained earnings to five percent plus amounts deemed necessary 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. The Contractor shall provide the County, in writing, at least ten (10) business days notification of the need to conduct an inspection for final completion.

iii. Prior to final completion the Contractor shall provide operational and technical training on all equipment associated with this project as directed by the County.

iv. After the Contractor has completed any such corrections to the satisfaction of the Consultant and County Representative and delivered all maintenance and operating instructions, if any, schedules, guarantees, bonds, certificates of inspection and other documents, all as required by the Contract Documents, the Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's final Affidavit and Release of Lien. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Consultant will promptly make such inspection and, after completion of these requirements, the County Representative may approve the final application for payment.

v. When the Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Consultant will promptly issue a final Certificate for Payment stating that to the best of the Consultant's knowledge, information and belief, and on the basis of the Consultant's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable.

vi. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Consultant

- an affidavit that payrolls, bill for material and equipment, and other indebtedness connected with the

Work for which the County or the County's property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied

- a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County
- a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents
- consent of surety, if any, to final payment and
- if required by the County, other data establishing payment or satisfaction of obligation, such as receipts, subcontractor Requisition for Payment and Certification of Payment, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the County. If a Subcontractor refuses to furnish a release or waiver required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien.

vii. If after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of NTP Amendments affecting final completion, and the Consultant so confirms, the County shall, upon application by the Contractor and certification by the Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

viii. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

J. Contract Time and Liquidated Damages

i. Time is of the essence for the completion of all work under this contract. Work is to commence when the Contractor is given written Notice to Proceed and is to be substantially complete within the number of calendar days specified after the date of such notice.

ii. The Contractor is to furnish sufficient forces, construction plant and equipment, and to work such hours, including overtime operations, as may be necessary to insure the prosecution of the work, to allow the substantial completion of the project within the specified time. Normal inclement weather will not be sufficient reason to allow an extension of time on the project. Only exceptional weather conditions, acts of God that might cause delay in the work or other factors outlined herein will be considered as justifiable reasons for an extension of time.

1.10 PROTECTION OF PERSON AND PROPERTY

A. Safety Precautions And Programs

i. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

ii. In the event the Contractor encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the County and Consultant in writing. The Work in the affected area shall not hereafter be resumed except by written agreement of the County and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. Work in the affected area shall be resumed when the County and Contractor agree in writing that no asbestos or polychlorinated biphenyl (PCB) is present or when it has been rendered harmless.

iii. The Contractor shall not be required pursuant to this Agreement to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

iv. Employees of Bidders (or Responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Bidder's employee:

- Battery: intentional offensive touching or application of force or violence to another.
- Stalking: willfully, maliciously and repeatedly following or harassing another person.

B. Safety Of Persons And Property

i. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- employees on the Work and other persons who may be affected thereby;
- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Subcontractors; and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

ii. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

iii. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

iv. When use or storage of explosives, inflammables or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall:

- exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- give the County reasonable advance notice and shall fully indemnify the County of any responsibility for such use.

v. The Contractor shall promptly remedy damage and loss to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Section. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 1.3.

vi. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County and Consultant.

vii. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

C. Emergencies: In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor because of the emergency shall be determined as provided in Section 1.8.

1.11 UNCOVERING AND CORRECTION OF WORK

A. Uncovering Of Work

i. If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's observation and be replaced at the Contractor's expense without change in the Contract Time.

ii. If a portion of the Work has been covered which the Consultant has not specifically requested to observe prior to its being covered, the Consultant may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate NTP Amendment, be charged to the County. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the County or a separate contractor in which event the County shall be responsible for payment of such costs.

B. Correction Of Work

i. The Contractor shall promptly correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Consultant's services and expenses made necessary thereby.

ii. The Contractor shall commence correction of the Work within seven days after the date of written notice from the Consultant.

iii. If within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County to do so. This period of one year shall be extended with respect to portions of work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract. The County shall give such notice promptly after discovery of the condition.

iv. The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the County.

v. If the Contractor fails to correct non-conforming Work within a reasonable time, the County may correct it in accordance with this Agreement. If the Contractor does not proceed with correction of such non-conforming Work within a reasonable time fixed by written notice from the Consultant, the County may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the County may sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs that the Contractor should have borne, the Contract Amount shall be

reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

vi. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, 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 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 A: NOTICE TO PROCEED

NTP NO.: _____

INVOICE/BILLING REFERENCE NO.: _____

PROJECT: Bid # 11-440; Alachua County Animal Services Renovation

County: **Alachua County**, a Charter County and political subdivision of the State of Florida.

Date Issued: _____

County Contract Manager: Bryan Schneider

Contractor: Mandese White Construction Inc.

Contractor's Address: 2631 NW 41 Street , Suite E-2, Gainesville Fl, 32606

Execution of the Notice to Proceed (NTP) by County shall serve as authorization for the Contractor to provide for the above project, services as set out in the Scope of Services and proposal attached as ATTACHMENT C," to that certain Agreement of _____, 20__ between the County and the Contractor and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[x] DRAWINGS/PLANS/SPECIFICATIONS
[x] SCOPE OF SERVICES
[ ] SPECIAL CONDITIONS
[x] SCHEDULE OF VALUES
[ ] _____

The Contractor shall provide said services pursuant to this Notice to Proceed, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Notice to Proceed conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of the Notice to Proceed and shall substantially complete within one hundred and eighty (180) calendar days with final completion occurring thirty (30) calendar days after substantial completion.

METHOD OF COMPENSATION:

This Notice to Proceed is issued in accordance with the terms of the Construction Agreement dated _____

. The amount paid for this job shall be:

$899,997.00.

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement and in accordance with the Schedule of Values.

It is expressly understood by the Contractor that this and Notice to Proceed, until executed by the County, does not authorize the performance of any services by the Contractor and that the County, prior to its execution of the Notice to Proceed , reserves the right to authorize a party other than the Contractor to perform the services called for under this document if it is determined that to do so is in the best interest of the County.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

CONTRACTOR

By: _____
Witness

Date: _____

Title: _____
Print Name and Title

ALACHUA COUNTY, FLORIDA

By: _____
Alachua County

Date: _____

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT #	
NTP/Project #	
Contractor:	
Encumbrance #	
Contract Manager:	
Work Order Name #:	

Work Order Description:
Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add (Deduct)	
New Work Order Price with Amendment:	

Original Completion Date	
New Completion Date	

Alachua County:
By:_____
Date:_____

Approved as to Form

_____
Alachua County Attorney

Contractor:
By:_____
Date: _____

EXHIBIT C: FORM OF PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to section 255.05, F.S., and claimants must comply with the notice and time limitations of section 255.05(2). F.S.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this_____day of_____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

_____ _____

_____ By:_____

Witnesses as to Contractor

Name:_____

Title:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 200__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) : _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____
SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

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 Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this_____day of_____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

_____ _____

_____ By:_____

Witnesses as to Contractor Name:_____

Title:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 200__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____
SEAL

PRINTED NAME AND TITLE: _____

EXHIBIT E: INSURANCE

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.
Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.
Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.
- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **BUILDER'S RISK / INSTALLATION FLOATERS**.
- A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:
- B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. **OTHER INSURANCE PROVISIONS**.
The policies are to contain, or be endorsed to contain, the following provisions:
- A Commercial General Liability and Automobile Liability Coverages
  - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a "claims made" form, the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**.

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

EXHIBIT F: RELEASE AND AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF ___)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against The County Commissioners of Alachua County, Florida, a body corporate existing under the laws of the State of Florida ("Owner") relating in any way to the performance of the Agreement between Contractor and Owner, dated _____, 200__, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) Contractor certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Contractor from Owner and has not withheld any such amounts. In the event Contractor withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from Owner with respect to the Application for Payment referenced in paragraph 5 below, Contractor agrees to immediately refund all such unpaid amounts to Owner.

(5) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No._____.

Contractor:

By:_____

_____

Its:_____

_____ Date:_____

Witnesses

[Corporate Seal]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced a _____(state) driver's license no. _____ as identification.

My Commission Expires: _____

Notary Public (Signature): _____

(AFFIX NOTARY SEAL)

_____
(Printed Name)

_____
(Title or Rank)

_____
(Serial Number, if any)

EXHIBIT G: APPLICATION FOR PAYMENT

Contractor (Name and Address):

Job No:_____
Contract Time (Calendar Days):_____
Time Elapsed to Date:_____

Request No:_____
For Period Ending:_____
Project Name:_____

State Project:_____
Federal Project No:_____

	ADDITIONS $	DEDUCTIONS $
NTP Amendments approved in previous months by Owner -- TOTAL	_____	_____
Subsequent Change Orders _____ Number Approved (Date)	_____	_____
TOTALS	_____	_____
Net change by NTP Amendments $_____	THIS CERTIFICATE	$_____

Original Contract Sum ..... $_____
NTP Amendments (Net) ..... $_____
Contract Sum To Date ..... $_____
Balance To Finish ..... $_____
Completed To Date ..... $_____
Materials Stored ..... $_____
Total Completed & Stored ..... $_____
Less Retainage____% ..... $_____
Add Back Retained Amount Covered By Securities ..... $_____
TOTAL ..... $_____
Less Previous Certificates ..... $_____
Less Materials Purchased Directly By Owner: ..... $_____

SHOW INDIVIDUAL SBE PAYMENTS SEPARATELY ON SCHEDULE OF VALUES AND TOTAL ON THIS LINE

TOTAL AMOUNT PAID THIS CERTIFICATE TO SBE SUBCONTRACTORS $_____

CERTIFICATION BY THE CONTRACTOR : According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract, and that all materialmen, laborers and subcontractors, as defined in Chapter 713.01, Florida Statutes, have been paid the amounts due them out of any previous payments made to the Contractor by the Owner. Further, I agree to promptly pay each materialmen, laborer and subcontractor, as defined in Chapter 713.01, Florida Statutes, upon receipt of payment from the Owner, out of the amount paid to me on, account of such materialman's laborer's or subcontractor's work, the amount to which said materialman, laborer and subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to myself on account of such materialman's, laborer's and subcontractor's work.

CONTRACTOR:_____ By:_____

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent , title of officer or agent) of (name of corporation acknowledging) , a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

(Signature of person taking acknowledgement)

(Name typed printed or stamped)

(Title or Vendor)

(Serial number, if any)

CERTIFICATION BY THE ARCHITECT- ENGINEER: I certify that I have checked and verified this Progress Payment Application; that to the best of my knowledge and belief, the above application is a true statement of the value of the work performed and the materials suitable stored on the site; that all work and materials included in this Certificate have been inspected by me or by my authorized assistants; that all work has been performed and material supplied in full accordance with the terms of this Contract; and I approved for payment the amount noted above.

REVIEWED AND RECOMMENDED FOR PAYMENT:

_____

_____ Date:_____

Architect-Engineer

APPROVED FOR SERVICES. PERFORMED AS STATED BY:

_____ Date:_____

Owner's Owner's Representative

EXHIBIT H: SUBCONTRACTOR/MATERIALMAN WAIVER & RELEASE OF LIEN

PARTIAL _____
FINAL _____

OWNER:

CM or CONTRACTOR: _____

PROJECT # _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ (The CM or Contractor) has been engaged by _____ (The Owner), to provide labor and/or materials as described in said contract in connection with the construction of the project described above, and _____ (The Subcontractor or Materialman) has been engaged by _____ (The CM or Contractor) to assist.

THE UNDERSIGNED lienor, in consideration of a final payment made in the amount of $ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to _____ (Owner) on the job of _____to the following described property: _____ _____.

THE UNDERSIGNED further warrants and represents that any and all valid labor, material, equipment, fringe benefits, taxes and other bills, now due and payable on the properly described above on behalf of the undersigned, have been paid in full to date of this Waiver for application _____ dated _____, a copy of which is attached hereto.

DATE: _____ _____
(Subcontractor or Materialman)

STATE OF FLORIDA
COUNTY OF ALACHUA
The foregoing instrument was acknowledged before me this day of (year) , by (name of person) as (type of authority, . . . e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was executed) .

_____
(Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced: _____

ATTACHMENT C: SCOPE OF SERVICES

1. **Receipt of the Plans, Drawings and Specifications for the Construction of the Alachua County Animal Services Renovation from the Bacon Group Project # BG 09-915, Dated September 2010 are herein acknowledged and made a part of the Contract, the same as though they were set forth at length herein.**
2. **The work shall include, but not limited to, all site, structural, all interior work, mechanical, plumbing, fire protection systems and electrical, as shown in the Plans, Drawings and Specifications referenced above.**
3. **Contractors use of the construction site is limited to the Owners right and ability to operate the Animal Control Center. The Alachua County Capital Projects Coordinator shall be notified at least 2 business days in advance of any work that causes or may cause a disruption or interruption to operations of the Animal Control Center**

ATTACHMENT D: SCHEDULE OF VALUES

Mandese White Construction

Continuation Sheet - (Based on AIA Document G703 - 1992)

Project:
Alachua Co. Animal Control
Renovations

Application No: SOV
Application Date:
Period To:
Architect's Project No:

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D + E)	Work Completed: This Period	Materials Presently Stored (not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage (If Variable Rate)
1	General Conditions	65,000				0	0%	65000	
2	Permits & Fees	2,000				0	0%	2000	
3	Insurances	12,000				0	0%	12000	
4	Performance and Payment Bond	13,000				0	0%	13000	
5	Site Demolition	2,500				0	0%	2500	
6	Interior Demolition	15,231				0	0%	15231	
7	Termite Control	100				0	0%	100	
8	Earthwork & Bldg Pad	6,842				0	0%	6842	
11	Landscaping & Irrigation	8,760				0	0%	8760	
12	Cast In Place Concrete	5,248				0	0%	5248	
13	Masonry	9,600				0	0%	9600	
14	Miscellaneous Steel	4,600				0	0%	4600	
15	Carpentry	5,855				0	0%	5855	
16	Wood Trusses	2,558				0	0%	2558	
17	Building Insulation	14,110				0	0%	14110	
18	Thermal Barrier	10,698				0	0%	10698	
19	Asphalt Shingle Roof	5,100				0	0%	5100	
20	Aluminum Soffit & Fascia	1,660				0	0%	1660	
21	Gutters & Downspouts	500				0	0%	500	
22	Joint Sealants	500				0	0%	500	

Page 1 of 2

Continuation Sheet - (Based on AIA Document G703 - 1992)

Project:
Alachua Co. Animal Control
Renovations

Application No. SOV
Application Date:
Period To:
Architect's Project No:

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D + E)	Work Completed: This Period	Materials Presently Stored (not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage (If Variable Rate)
23	Doors, Frames, Hardware	1,430				0	0%	1430	
24	Windows & Storefront	21,112				0	0%	21112	
25	Tubular Day Lighting Device	1,750				0	0%	1750	
26	Perforated Film on Glass	500				0	0%	500	
27	Metal Draming & Drywall	4,161				0	0%	4161	
28	Ceramic Tile	16,935				0	0%	16935	
29	Accoustical Ceiling Tile (ACT)	18,737				0	0%	18737	
30	Painting	3,140				0	0%	3140	
31	Signs - Monument	7,769				0	0%	7769	
32	Commercial Dishwasher	8,813				0	0%	8813	
33	Furniture & S.S. Tables	10,568				0	0%	10568	
34	HVAC	469,000				0	0%	469000	
35	Plumbing	95,000				0	0%	95000	
36	Electrical	55,200				0	0%	55200	
37									
38	Totals	899,977	0	0	0	0	0%	899977	

Liberty Mutual.

Liberty Mutual Surety

1051 Winderley Place; Suite 105
Maitland, FL 32751
Phone: (407) 667-1744
Fax: (407) 667-4364

June 16, 2011

Charlie Jackson Facilities Manager
Attn: Charlie Jackson
105 SE 1st Ave.; Suite 2-B
Gainesville, FL 32601

Re: Mandese White Construction, Inc.
Alachua County Animal Services Renovation
LETTER OF INTENT

Dear Mr. Jackson:

This letter is to confirm that in the event Mandese White Construction, Inc is awarded a contract with Alachua County on the Animal Services Renovation Project, Liberty Mutual Insurance Company will provide the required performance and payment bonds estimated to be Eight Hundred Ninety-Nine Thousand Nine Hundred Ninety-Seven ($899,997.00) Dollars.

This letter of intent and Liberty Mutual Insurance Companies commitment to issue the required performance and payment bonds will expire on September 15, 2011. If the contract has not been awarded to Mandese White Construction, Inc. by September 15, 2011, it will be necessary to obtain a new letter of intent or extension from Liberty Mutual Insurance Company.

Liberty Mutual Insurance Company was first licensed to do business in the State of Florida in 1918 and has an A.M. Best rating of A XV and a Treasury Listing of $599,722,000.00. The home office address is: 175 Berkeley Street; Boston, MA 02117.

We consider Mandese White Construction, Inc. a valued bond client and we value our continued relationship. Please feel free to contact us with any questions you may have regarding our relationship with our client.

Sincerely,

Michael Dennis

Michael Dennis
Surety Underwriting Specialist
(407) 667-1744 ext 217

June 28, 2011 Regular BoCC Meeting
Agenda Item #32

Title
Hansen Construction Services: Change Order 4 to Purchase Order 110695. (Amended)

Amount
$20,000.00

Description
Finance Report and Change Order 4 to Purchase Order 110695, issued to Hansen Construction Services for critical repairs and improvements in County buildings.

Recommendation
Approve Change Order 4 to Purchase Order 110695, issued to Hansen Construction Services for critical repairs and improvements in County buildings.

Alternative(s)
That the Board reject the Finance Report and Change Order 4 to Purchase Order 110695.

Requested By
Charlie Jackson

Originating Department
Facilities Management/Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve the Finance Report and Change Order 4, to Purchase Order 110695, issued to Hansen Construction Services, in the amount of $20,000 for critical repairs and improvements in various County buildings and authorize the Chair's signature. Pricing, terms and conditions per Annual Bid 11-28.

Background
Blanket Purchase Order 110695 to Hansen Construction Services, was approved October 12, 2010 for the purchase of carpentry services in accordance with prices, conditions and specifications of Annual Bid 11-28 for the amount of $20,000.00. Change Order 4 will increase the Purchase Order by $20,000.00 for a new purchase order total of $97,400.00 Original PO Total : $ 20,000.00 Change Order #1 : $ 29,900.00 Change Order #2 : $ 12,500.00 Change Order #3 : $ 15,000.00 Change Order #4 : $ 20,000.00 New Revised Total: $97,400.00

Issues
Rejecting this change order will prevent the County's Facilities Management staff from making the necessary repairs to County buildings.

Fiscal Recommendation
Sufficient funds exist to cover the increase to the purchase order.

Fiscal Alternative(s)
n/a

Funding Sources
General Fund

Account Code(s)
001-1812-519.46-21

Attachment: 110695PO.pdf
Attachment: 110695FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

June 13, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Change Order #4, to Purchase Order #110695, issued to Hansen Construction Services, for an increase of $20,000.00 for repairs at the jail, the Animal Shelter and Agriculture Center. The new purchase order total is $97,400.00. Pricing, terms and conditions per Annual Bid #11-28.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the change order and authorize the Chairperson's signature on the same.

APPROVED THIS 28th DAY OF June, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LS/mm

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 110695

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE : 10/12/2010
REQ. NUMBER :
BID NUMBER :
BUYER : PRINCESS BROWN, C
ACCOUNT NO. : SEE BELOW
VENDOR NO. : 16778

CHANGE NO.: 4
DATE: 11/08/2010

VENDOR

VENDOR I.D. # ☐

HANSEN CONSTRUCTION SERVICES L
4919 SW 46TH ST
GAINESVILLE FL 32608

SHIP TO

ALACHUA COUNTY
FACILITIES MANAGEMENT
105 SE 1ST AVENUE
SUITE 2B
GAINESVILLE FL 32601-6893

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
5			CO #4 TO INCREASE PO #110695 BY $20,000.00	20000.00	NA	1.0000	20000.00
						TOTAL	97400.00

REMARKS:

ORIGINAL PO TOTAL: $20,000.00
CHANGE ORDER #1: $29,900.00
CHANGE ORDER #2: $12,500.00
CHANGE ORDER #3: $15,000.00
CHANGE ORDER #4: $20,000.00
NEW REVISED TOTAL: $97,400.00

REQ. NO.	DATE	ACCOUNT NO.	PROJECT	AMOUNT
0000055472	10/05/2010	00118125194621		17000.00

P/BO/11/FM/DENISE

BILLING INSTRUCTIONS TO VENDOR:

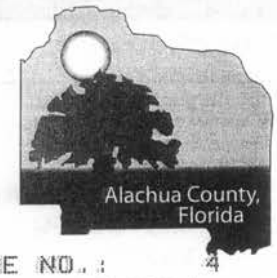
1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

PURCHASE ORDER



ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

** CONTINUED **

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 110695

ORDER DATE	:	10/12/2010
REQ. NUMBER	:	
BID NUMBER	:	
BUYER	:	PRINCESS BROWN, C
ACCOUNT NO.	:	SEE BELOW
VENDOR NO.	:	16778

CHANGE NO.: 4
DATE: 11/08/2010

VENDOR	SHIP TO
VENDOR I.D. #	ALACHUA COUNTY
HANSEN CONSTRUCTION SERVICES L	

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				

REQ. NO.	DATE	ACCOUNT NO.	PROJECT	AMOUNT
0000055472	10/05/2010	00118127124621		3000.00
P/BO/11/FM/DENISE				
0000055585	10/29/2010	00118125194621		29900.00
CO/PO/11/FM/DENISE				
0000055883	1/19/2011	00118125194621		12500.00
CO/PO/11/FM/DD				
0000056145	4/18/2011	00118125194621		15000.00
CO/PO/11/FM/DD				
0000056277	6/01/2011	00118125194621		20000.00
CO/PO/11/FM/DENISE				

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

June 28, 2011 Regular BoCC Meeting
Agenda Item #33

Title
ETR, LLC: Finance Report and Purchase Order 111347. (Amended)

Amount
$354,742.00

Description
Request approval of the Finance Report and Purchase Order 111347 issued to ETR, LLC., for the purchase of two (2) 2012 International Durastar 4300LP (Type I Ambulance, 4x2, Medium Duty).

Recommendation
Approve the Finance Report and Purchase Order 111347, issued to ETR, LLC for the purchase of 2 Ambulances.

Alternative(s)
That the Board reject the Finance Report and the issuance of Purchase Order 111347.

Requested By
Richard Hedrick

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 111347, in the amount of $354,742.00 to ETR, LLC, for the purchase of two (2) 2012 International Durastar 4300LP (Type I Ambulance, 4x2, Medium Duty) 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 111347 is to replace vehicle FR3516 and FR3517 that have exceeded their life expectancy and was approved for replacement during the FY10/11 budget process. These ambulances have reached their life expectancy in years and miles and are due for replacement.

Issues
By not replacing these ambulances, the maintenance and repair costs will increase and Public Safety Department will be impacted due to excessive downtime of the unit.

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: 111347PO.pdf
Attachment: 111347FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

June 13, 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 #111347 to ETR, LLC, in the amount of $354,742.00, for the purchase of two (2) 2012 International Durastar 4300LP (Type I Ambulance, 4x2 Medium Duty) 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 #111347 to ETR, LLC, in the amount of $354,742.00, and authorize the Chairperson to sign the purchase order.

APPROVED THIS 28th DAY OF June, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LS:mm

12 SE 1st Street, P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■ Tel. (352) 374-5202 ■ Fax (352) 491-4561
1-866-822-5106 (toll free) ■ Home Page: www.co.alachua.fl.us
An Equal Opportunity Employer M.F.V.D.

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 111347

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	6/13/2011
REQ. NUMBER	0000056271
BID NUMBER	
BUYER	DR KIGHT, CPM, CP
ACCOUNT NO.	506046051364201002531
VENDOR NO.	

VENDOR

VENDOR I.D. # ☐

ETR LLC
920 BRITT CT #252
ALTAMONTE SPRINGS FL 32701

SHIP TO

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT
5620 NW 120TH LANE
GAINESVILLE FL 32653

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1			2012 INTERNATIONAL DURASTAR 4300 SBA LP (TYPE I AMBULANCE, 4X2, MEDIUM DUTY)	2.00	EA	177371.0000	354742.00

SPECIFICATION: #02

DELIVER BY: 11.30.11

PRICING IS NET OF THE 2 UNIT TRADE-IN
ALLOWANCE OF $16,000.00 EA; TOTAL $32,000
FOR REPLACEMENT OF VEHICLES UNIT BELOW:

EACH BASE PRICE W/OPTIONS: $193,371.00
MINUS TRADE-IN ALLOWANCES: $ 16,000.00
EQUALS NET COST PER UNIT: $177,371.00

AC #	VIN #
3517	1HTMRADL84H655552
3516	1HTMRADL64H655551

PRICING PER: FRED JOSEPH @
P: 904-424-4267
F: 407-339-8198

TOTAL 354742.00

REMARKS:

DEPT CONTACT: Ray Griffin/Jo Graham @

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 111347

ORDER DATE	6/13/2011
REQ. NUMBER	0000056271
BID NUMBER	
BUYER	DR KIGHT, CPM, CP
ACCOUNT NO.	5060460513642O
VENDOR NO.	1002531

** CONTINUED **

VENDOR	SHIP TO
VENDOR I.D. # ☐ ETR LLC	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

REMARKS:

P: 386-462-1975

VENDOR SHALL SUBMIT INVOICE TO THE FOLLOWING
ADDRESS: ALACHUA COUNTY PUBLIC WORKS
ATTN: FLEET MANAGEMENT
PO BOX 1188
GAINESVILLE, FL 32602
PHONE: 386-462-1975
FAX: 386-418-0331

* * * * * NO DELIVERY ON FRIDAYS * * * * *

>> NOTE: REQUIRED VEHICLE/EQUIPMENT INFORMATION <<
****
* All vehicle and equipment must be delivered to: *
* Alachua County Public Works Compound, Hague, FL *
* ATTN: Fleet Management, Jo Graham *
* 5620 NW 120th Lane Gainesville, FL 32653 *
>>>>>>>>>>>>>>>>>>>> PLUS <<<<<<<<<<<<<<<<<<<<
* Please contact Jo Graham at 386-462-1975, *
* for correction information that needs to *
* be completed on all paper work for the *
* registration and title. *
****

IN ACCORDANCE WITH PRICES, CONDITIONS AND
SPECIFICATIONS OF THE SHERIFF'S OFFICES &
LOCAL GOVERNMENTAL AGENCIES OF THE STATE

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 111347

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	6/13/2011
REQ. NUMBER	0000056271
BID NUMBER	
BUYER	DR KIGHT, CPM, C
ACCOUNT NO.	50604605136420
VENDOR NO.	1002531

** CONTINUED **

VENDOR	SHIP TO
VENDOR I.D. # ☐ ETR LLC	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			REMARKS:				
			OF FLORIDA: #10-09-0907 (VEHICLE/FR/FLEET EQUIP) #10-18-0907 (VEHICLE) #10-04-0120 (TIRE)				
			FORD FIN CODE: QE065 -EMAIL: nelson.eason@duvalford.com GENERAL MOTORS FIN CODE: 917872 CHRYSLER FIN CODE: 49313				
			ATTACHMENT: QUOTE(S)				

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

June 28, 2011 Regular BoCC Meeting
Agenda Item #34

Title
Option to purchase a Conservation Easement on the Lake Forest Creek - Kincade and Tabone Tract by Alachua County Forever. (Amended)

Amount
Acquisition $203,325. Stewardship $550.

Description
Request for the Board of County Commissioners to Execute the First Amendment to the Option Contract to purchase a Conservation Easement on the Lake Forest Creek - Kincade and Tabone Tract and direct staff to complete due diligence and return to the Board for a final decision.

Recommendation
The Board should execute the First Amendment to the Option Contracts to purchase a Conservation Easement on the Lake Forest Creek - Kincade and Tabone Tract.

Alternative(s)
The Board should not execute the Amendment and allow the Option Contract to terminate.

Requested By
Ramesh P. Buch 264-6804

Originating Department
Environmental Protection.

Attachment(s) Description
Exhibit 1: First Amendment to Option Contract to purchase a Conservation Easement on the Lake Forest Creek-Kincade and Tabone Tract. Exhibt 2. Evaluation.

Documents Requiring Action
First Amendment to Option Contract to purchase a Conservation Easement on the Lake Forest Creek-Kincade and Tabone Tract. (Exhibit 1) 2 COPIES.

Executive Summary
Staff requests that the Board of County Commissioners (BoCC) execute the First Amendment to Option Contract to purchase a Conservation Easement the Lake Forest Creek-Kincade and Tabone Tract. Within 90 days, staff will complete the necessary due diligence including Title, Survey and Environmental Assessments. Staff will return to the BoCC at a properly noticed public hearing for final action on these acquisitions.

Background
On March 22, 2011, the BoCC executed the attached Option Contract (Attachment A to Exhibit 1) to purchase a conservation easement on the sunject property. The County has had some difficulty is securing professional surveying services. In addition the sellers have had to take considerabel time to resolve some title defects. As a result the option period will expire on June 22, before staff to ready to return to the BoCC for final action. Both the Sellers and County staff desire an extension. This Amendment extends the option period an additional 90 days. The BoCC added the 103-acre Kincade and Tabone tract to their

acquisition list on May 25, 2010. The tract is within the Lake Forest Creek Project (Exhibit 2) which generally encompasses the land between the City of Gainesville's Morningside Park south to Lake Forest Creek and east to Newnans Lake. The Lake Forest Creek Project Area falls within the Plan East Gainesville Project Area. The Plan East Gainesville-Final Report represents "a comprehensive economic revitalization plan that achieves a balance of environmental preservation with land development and improved transportation mobility" (page 2). The Report summarizes the Land Conservation Plan by the following paragraph, "Complementing the land use plan is a Land Conservation Element that establishes priorities for the preservation and protection of natural lands and enhancement of the area's unique natural resources. The land conservation plan has two primary objectives: 1) preserve and protect natural resources for the enjoyment of future generations, and 2) improve the visibility and access to those resources through amenities that enhance the appreciation and perception of the Eastside, and provide for improved connectivity between neighborhoods and commercial or economic centers. This is accomplished through the creation of a greenway network that restores waterways to improve water quality and provides for multi-use trails that connect community facilities and neighborhoods" (page 45). The Lake Forest Creek Greenway is within the Lake Forest Creek project area and is considered to be a priority in the plan. The Kincaide and Tabone tract is located approximately 1.2 miles east of SE 43rd Street and north of SE 8th Avenue, generally northeast of Eastside High School. It includes the former Dilcher Parcel (now owned by Kincaide and Tabone) and is adjacent to the north and east boundary of the Smith parcel. Both are also on the Boards Acquisition List. The large basin swamp that lies on the northern section of the Kincaide and Tabone property extends to the north and west. The northern portion of this wetland is owned by the State of Florida and drains to Newnan's Lake. In the other direction, other branches of Lake Forest Creek connect to Morningside Nature Center via State of Florida holdings. The Kincaide and Tabone parcel has road frontage on East University Avenue, a paved publicly maintained road. Alternate access is via an unpaved, private road, SE 8th Avenue. Dedicated but vacant roadways divide the tracts, however none of these "paper roads" have been cleared of vegetation. The property is composed of sandhill, mesic flatwoods, baygall, depression marsh, blackwater stream, and basin swamp. The wetland communities are in good to excellent condition. The depression marsh is in good condition except for hardwoods that are beginning to invade. Both the baygall and basin swamp are forested with mature native trees and are in good to excellent condition. A small segment of Lake Forest Creek traverses the property. Upstream it has been altered extensively; however, on the property it has not been altered. Fire-maintained communities are located on the southern portion of the property except for flatwoods that separate the baygall from the basin swamp. Prior to acquisition by the current owner, the property was long unburned and as a result most of the fire maintained natural communities had become invaded with off-site hardwoods such as laurel and water oaks. The current owner with the neighbor to the west has started an active restoration program involving mechanical and chemical treatment of off-site hardwoods, re-introduction of fire and species that will carry fire (grasses and longleaf pine). The sandhill that has undergone restoration treatments are in fair to good condition. Other areas of fire-type communities that have not been treated are in fair to poor condition. No invasive plants were noted during the visit. The County is offering to purchase the 103-acre Easement for $170,000 (about $1,650.48 per acre). The Easement grantors will continue to manage the property and the County's stewardship role is limited to annual monitoring.

Issues

Neighbors to the subject tract have been granted certain access and improvement rights that if exercised could seriously impair the conservation values of this property. Staff and the sellers, working with the County Attorney, our Closing Attorney and the seller's Counsel, has agreed to treat this as a title defect under Section 7 of the Option Contract that must be resolved prior to acquisition. Staff will work with the attorneys to resolve this defect before returning to the Board for final action.

Fiscal Recommendation

Acquisition: $203,325. Annual Stewardship $550.

Fiscal Alternative(s)

No additional expenditures.

Funding Sources

Wild Spaces and Public Places Surtax proceeds

Account Code(s)

Funds 302-5576.

Attachment: Exhibit 1 1st Amend Option for sale and Purchase Kincade and Tabone Final.pdf
Attachment: Exhibit 2 Kincaide Tabone Evaluation.pdf

FIRST AMENDMENT TO OPTION AGREEMENT SALE AND PURCHASE BETWEEN ALACHUA COUNTY AND IVOR KINCADE AND JULIANNE TABONE

THIS FIRST AMENDMENT TO AGREEMENT by and 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 IVOR KINCAIDE, a single man, and JULIEANNE TABONE; a single woman, whose address is 6336 Southeast County Road 234, Gainesville, Florida 32641, ("Sellers"), who are the owners in fee simple absolute of certain lands in Alachua County, Florida, as more particularly described in Attachment A, ("Property").

WITNESSETH:

WHEREAS, the parties hereto entered into that certain Agreement dated March 22, 2011, to sell to the County a Conservation Easement on the Property; and

WHEREAS, the Sellers needed considerable time to satisfy title defects and the County needs additional time to engage a surveyor to complete a boundary survey of the Property; and

WHEREAS, those actions delayed the timely completion of the necessary due diligence; and

WHEREAS, the Agreement contains an Option Period that expires on June 22, 2011; and

WHEREAS, the parties desire to amend the Agreement and extend the Option Period to complete the due diligence.

NOW, THEREFORE, the parties hereby agree to amend the Agreement, as follows:

> Paragraph 2. "OPTION TERMS" amended to read: "The option payment is One Hundred Dollars ($100.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Seller's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period beginning with Purchaser's execution of this Agreement and ending 180 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in paragraph 3.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller."

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement as amended shall be and remain in full force and effect.

This first amendment shall be effective as of the date hereof upon specifications contained herein.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

WITNESSES AS TO SELLER

Print Name: Rebecca D. Phillips

Print Name: Kathleen A. Mowery

Print Name: Rebecca D. Phillips

Print Name: Kathleen A. Mowery

SELLERS

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

Date signed by Seller: 06/13/11

REBECCA D. PHILLIPS
MY COMMISSION # DD 851652
EXPIRES: February 7, 2013
Bonded Thru Pichard Insurance Agency

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 13 day of JUNE, 2011, by **IVOR KINCAIDE**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced K523-404-73-087.0 as identification.

(NOTARY PUBLIC SEAL)

Notary Public
Rebecca D. Phillips
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 851652
My Commission Expires: Feb. 7, 2013

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 13 day of JUNE, 2011, by **JULIEANNE TABONE**, a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced T150-421-73-919-0 as identification.

(NOTARY PUBLIC SEAL)

Notary Public
Rebecca D. Phillips
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 851652
My Commission Expires: Feb. 7, 2013

COUNTY

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTACHMENT A. OPTION CONTRACT

ENVIRONMENTAL
PROTECTION
DEPARTMENT

OPTION AGREEMENT FOR SALE AND PURCHASE

WHEREAS, IVOR KINCAIDE, a single man, and **JULIEANNE TABONE,** a single woman, whose address is 6336 Southeast County Road 234, Gainesville, Florida 32641, are the owners in fee simple absolute of certain lands in Alachua County, Florida, as more particularly described below; and

WHEREAS, the owners intend that the conservation values of the referenced property be preserved and maintained by the continuation of land use patterns existing at the time of this grant that do not significantly impair or interfere with the property's conservation values; and

WHEREAS, the owners further intend, as owners of the property described in this Option Agreement, to convey to Alachua County the right to preserve and protect the conservation values of the referenced property in perpetuity; and

WHEREAS, Alachua County is authorized to acquire conservation easements for the purpose of protecting natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological or cultural significance; and

WHEREAS, Alachua County desires to honor the intentions of the owners to preserve and protect in perpetuity the conservation values of the property for the benefit of this generation, the generations to come and the people of Alachua County, pursuant to section 704.06, Florida Statutes;

NOW, THEREFORE:

THIS AGREEMENT is made this 22nd day of March, 2010, between the **IVOR KINCAIDE,** a single man, and **JULIEANNE TABONE,** a single woman, whose address is 6336 Southeast County Road 234, Gainesville, Florida 32641, as "Seller" and **ALACHUA COUNTY**, a charter county and political subdivision of Florida (the "County"), with an address at 12 S.E. 1st Street, Gainesville, FL 32602-2877, and its successors and assigns, as "Purchaser."

1. GRANT OF OPTION. Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase a perpetual conservation easement (the "Easement") in the real property located in Alachua County, Florida, described in Exhibit "A" ("Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties but exercise of the option is effective only if Purchaser gives written notice of exercise to Seller. The exercise of the option is subject to approval by the Alachua County Board of County Commissioners (the "Board") and is effective only if Purchaser gives written notice of exercise to the Seller. The Board's representative in all matters shall be the Alachua County Environmental Protection Department, 201 SE 2nd Avenue, Suite 201, Gainesville, Florida 32601 (the "County").

2. OPTION TERMS. The option payment is One Hundred Dollars ($100.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Seller's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period

beginning with Purchaser's execution of this Agreement and ending 90 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in paragraph 3.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3. A. PURCHASE PRICE. The purchase price for the Easement is ONE HUNDRED SEVENTY THOUSAND DOLLARS AND 100/100 ($170,000.00) ("Initial Purchase Price") which, after credit for the amount of the Option Payment, will be paid in cash (or, if this option is assigned to the Board, by County check) at closing. Seller hereby authorizes Purchaser to issue a County check or deliver cash for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale.

4. A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

B. HAZARDOUS MATERIALS. In the event that the environmental audit provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 2% of the Final Purchase Price as stated in paragraph 3., Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the easement, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, in the event that neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, at his sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments,

orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by Purchaser, insuring marketable title to the Easement in the amount of the purchase price. Seller shall reimburse Purchaser for Purchaser's cost of the owner's title insurance policy referenced herein (limited to the title insurance premium, abstracting or search fee, title examination fee, and closing fee). Seller's reimbursement for title costs shall be offset against and deducted from the Final Purchase Price to be paid to Seller, or Seller's designated agent, at closing. If Seller defaults under this Agreement, Seller shall reimburse Purchaser for all costs incurred in obtaining the title insurance commitment. Purchaser's remedy for default under the provisions of this paragraph is cumulative to all other remedies available to Purchaser at law and in equity.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing any title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed to by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

Seller acknowledges that Paragraph 11 of the Declaration of Restrictions, Protective Covenants and Easements for Parcels A-F, Lake Forest-Lake Farms recorded in Plat Book 1873, Page 1487, Alachua County, contains certain drainage rights that are unacceptable title defects (the "Drainage Rights"). Seller represents and warrants that all those rights belong exclusively to Seller, and Seller shall resolve the Drainage Rights title defect to the Purchaser's satisfaction prior to the Option Expiration Date. Notwithstanding anything contained herein to the contrary, if Seller fails to resolve the Drainage Rights title defect prior to the Option Expiration Date, then Seller shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a perpetual, enforceable conservation easement in substantially the same form as attached hereto as Exhibit "B", free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of

Purchaser and do not impair the marketability of the title to the Easement, and the lien of ad valorem taxes for the year of closing that are not yet due and payable.

9. SUBORDINATION. If at the time of conveyance of the Easement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Purchaser and Seller elects to subordinate such encumbrances rather than satisfy them at closing, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the Easement, to subordinate its rights in the Property to the Easement.

10. A. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), Florida Statutes, on forms provided by Purchaser. Purchaser shall prepare the easement described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit in the form attached hereto as Exhibit "C".

B. BASELINE DOCUMENTATION. Purchaser shall prepare baseline documentation adequately documenting the condition of the Property at the date of closing. The cost of the baseline documentation shall be borne by Seller. If the form of conservation easement provides for use of a management plan, the management plan shall be prepared as a part of the baseline documentation and the cost therefore absorbed in the same manner the cost of the baseline documentation is absorbed.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the easement described in paragraph 8. of this Agreement and any other recordable instruments which the title company deems necessary to assure good and marketable title to the Conservation Easement.

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are a lien against the Property. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of Seller.

13. CLOSING PLACE AND DATE. The closing shall be on or before 30 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental audit, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 20 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties

other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Purchaser or that have not been disclosed to Purchaser.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of Purchaser prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed $5,000 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

16. ACCESS. Seller warrants that there is legal and practical ingress and egress for the benefit of the holder of the Conservation Easement over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Conservation Easement.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold harmless Purchaser from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. A memorandum giving notice of this Agreement may be recorded by Purchaser in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser.

21. TIME. Time is of essence with respect to all dates or times set forth in this Agreement.

22. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects that cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties.

27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the easement described in paragraph 8. of this Agreement.

30. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. NONCASH CHARITABLE CONTRIBUTION. Notwithstanding anything in this Agreement to the contrary, it is understood between the parties that it is Seller's intent to claim a noncash charitable contribution to the County. Purchaser acknowledges that the Seller intends to claim a noncash charitable contribution to the County. Purchaser's acknowledgment, however, does not represent any concurrence in the Seller's claimed fair market value. Upon receipt of the Property, Purchaser agrees to complete Part IV of Internal Revenue Service form 8283 for Seller.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE NOVEMBER 31, 2010, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) CONFIRMATION THAT THE FINAL PURCHASE PRICE IS NOT IN EXCESS OF THE COUNTY APPROVED VALUE OF THE EASEMENT, AND (2) COUNTY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

WITNESSES AS TO SELLER

Print Name: SARAH SALOZZO

Print Name: Carlos A Martinez Jr

Print Name: SARAH SALOZZO

Print Name: CARLOS A MARTINEZ JR

SELLER

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

Date signed by Seller: 11/5/10

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 5TH day of November, 2010, by **IVOR KINCAIDE**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public
Carlos A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 668991
My Commission Expires: May 28, 2011

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 5TH day of November, 2010, by **JULIEANNE TABONE**, a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public
Carlos A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 668991
My Commission Expires: May 28, 2011

PURCHASER

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

ATTEST:

J.K. Irby, Clerk

By: _____, Chairman

Approved as to form:

County Attorney

(SEAL)

EXHIBIT A TO OPTION AGREEMENT
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 38, 39, 40, 38A, 39A & 40A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, THE EAST TEN (10) ACRES OF AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA, LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH:

LOTS 41, 42, 43, 41A, 42A & 43A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA, LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH: O.R. BOOK 2053–745

LOTS 44, 45 & 46 OF "LAKE FOREST FARMS", AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

EXHIBIT B
CONSERVATION EASEMENT

This instrument prepared by and return to:
David Wagner, County Attorney
Alachua County
P.O. Box 2877
Gainesville, Florida 32602-2877

Project Name: Kincaide & Tabone

DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this _____ day of _____, 2010, by **IVOR KINCAIDE and JULIEANNE TABONE**, whose address is 6336 SE CR 234 Gainesville ("Grantor"), in favor of **ALACHUA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P. O. Box 2877, Gainesville, Florida, 32602-2877, ("Grantee").

The terms "Grantor" and "Grantee" shall include the singular and the plural, and the successors and assigns of Grantor and Grantee, and the provisions of this Conservation Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their successors and assigns.

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Alachua County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by reference (hereinafter, the "Property"); and,

WHEREAS, the Property qualifies as "a relatively natural habitat of fish, wildlife, or plants, or similar ecosystems," as that phrase is used in Section 170(h)(4)(a)(ii) of the Internal Revenue Code; and

WHEREAS, Grantor and Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving certain natural values and character of the Property by conveyance to Grantee of a perpetual Conservation Easement on, under, over, and across the Property, to conserve the Property's character, ecological integrity, hydrologic integrity, and geologic features and to protect the animal and plant populations on the Property; altogether known as the "Conservation Values" of the Property and further described below that make the Property unique and important to protect; and

WHEREAS, approximately 50% of the Property is comprised of upland natural communities, including Upland Mixed Forest, Upland Pine Forest, Sandhill and Pine Flatwoods, portions of which provide habitat for many species including deer, fox, songbirds, the state listed Gopher Tortoise and the Florida Natural Areas Inventory listed Eastern diamondback rattlesnake; and

WHEREAS, the remainder of the Property is comprised of a high quality Basin Swamp system with a portion of Lake Forest Creek, a good-quality Blackwater Stream, running through the swamp. The Property lies within the Newnan's Lake watershed and flows into Newnan's Lake via a series of drains. A small Sinkhole Lake is located in the south-central portion of the Property. These wetland areas provide habitat for the state and federally listed American alligator; and

WHEREAS, the specific Conservation Values of the Property are documented in the "Baseline Documentation Report for the Kincaide & Tabone Conservation Easement Tract in Alachua County, Florida", ("Baseline Documentation"), dated _____ which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant and which Baseline Documentation establishes the condition of the Property at the time of the gift as provided in Treasury Regulation Section 1.170A-14(g)(5). The Baseline Documentation shall be signed by Grantor and Grantee and shall be maintained on file with Grantor and also in the offices of the Alachua County Environmental Protection Department and is incorporated by this reference. A copy of the Baseline Documentation is available from the County department on request. Exhibit "B" contains a copy of a map of the Property as contained within the Baseline Documentation; and

WHEREAS, Grantor desires to ensure that the Conservation Easement granted herein complies with the provisions of Section 2031(c) of the Internal Revenue Code, relating to the Federal Estate Tax treatment of lands subject to a qualified conservation easement, and intends that the lands which are the subject of this Conservation Easement will so qualify for such treatment; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of those existing land use patterns that do not impair or interfere with those values; and

WHEREAS, Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, and Section 170(h) of the Internal Revenue Code, to hold Conservation Easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come; and

WHEREAS, the fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become greatly more economically valuable than uses allowed by the terms of this Conservation Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Conservation Easement has been considered by Grantor in granting this Conservation Easement and by Grantee in accepting it; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity as defined herein; and

THEREFORE, to achieve these purposes, and in consideration of the sum of one hundred dollars ($100.00) and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Conservation Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Conservation Easement").

ARTICLE I. DURATION OF CONSERVATION EASEMENT

This Conservation Easement shall be perpetual. It is a Conservation Easement, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

ARTICLE II. PURPOSE OF CONSERVATION EASEMENT

The purpose of this Conservation Easement ("Purpose") is to retain, maintain and enhance the wildlife, plants and natural communities of the Property in their natural, scenic, wooded condition by preserving in perpetuity the Conservation Values of the Property, as described above and as depicted in the Baseline Documentation, through land stewardship practices guided by the following principles:

- Maintenance, enhancement and ecological restoration of wildlife habitat;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of open space and the scenic and other distinctive natural characteristics of the landscape;
- Maintenance of soil productivity and control of soil erosion; and
- Protection of surface water quality and recharge to the Floridan Aquifer, wetlands, and riparian areas.

Grantor intends that this Conservation Easement will confine the use of the Property to such existing uses and to such future activities, as are consistent with the Purpose of this Conservation Easement.

ARTICLE III. RIGHTS GRANTED TO GRANTEE

To accomplish the Purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:

A. PROTECTION OF CONSERVATION VALUES
The right to enforce protection of the Conservation Values of the Property.

B. TRANSFER AND ASSIGNMENT
The right of Grantee to assign its rights and obligations under this Conservation Easement, but only to an organization that is, at the time of the assignment, both (i) a "qualified organization" as that term is defined in Section 170(h) of the Internal Revenue Code, and (ii) authorized to acquire and hold conservation easements under Section 704.06 of the Florida Statutes (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Property so that the Purpose of this grant may continue to be carried out.

C. GRANTEE'S ACCESS AND MONITORING
The right of ingress and egress to the Property and to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. PROTECTION OF GRANTEE'S INTEREST
The right to prevent any activity on or use of the Property that is inconsistent with the Purpose or provisions of this Conservation Easement or the Conservation Easement Stewardship Plan, and to require Grantor's restoration of such areas or features of the Property that may be damaged by any such inconsistent activity or use, at Grantor's cost.

E. PROTECTION OF NATURAL RESOURCES
The right to have the Property maintained as reflected in the Baseline Documentation, as the Property may develop through the forces of nature hereafter and subject only to the exercise of Grantor's reserved rights and the Rights Granted to the Grantee, as described in this Conservation Easement.

F. RIGHT OF FIRST REFUSAL
Grantor hereby grants to Grantee a "Right of First Refusal" to purchase the Property, or any interest in the Property, which Grantor hereafter wishes to sell. Grantor shall notify Grantee in writing of Grantor's intent to accept an offer to sell the Property, or any interest in it, to a third party purchaser. Grantee shall have one-hundred twenty (120) days from receipt of such notification within which to provide Grantee's written notice to Grantor of Grantee's intention to purchase the Property upon the same terms and conditions as said offer. If Grantee notifies the Grantor that Grantee has decided not to purchase the Property, or, in the event Grantee fails to notify Grantor, within one-hundred twenty (120) days, of its intent to purchase the Property, then Grantor may sell the Property to the person named in Grantor's notice. If Grantor does not sell the Property to said named person under the terms and conditions represented to Grantee, then Grantee shall have the same right of first refusal before Grantor may accept an offer from another purchaser. This right of first refusal shall apply to any voluntary or involuntary transfer of the Property to any other entity, including a devise by will or intestacy; however, this right of first refusal is not applicable to a transfer of Grantor's property by Grantor to Grantor's spouse,

children, or grandchildren. The parties specifically intend that this right of first refusal shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, transferees, assigns and successors. Grantor also agrees to notify Grantee in writing whenever Grantor wishes to sell the Property and to offer to sell the Property to Grantee. Upon receipt of such notice, Grantee shall have the same one-hundred twenty (120) day period mentioned above to provide notice to Grantor of Grantee's intent to purchase. If Grantee does not purchase the Property for any reason, then Grantor may sell the Property to anyone within a one-year period. If Grantor has not sold the Property within one year, then Grantee's right of first refusal reattaches to the Property.

G. INDEMNIFICATION

The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property or arising out of any condition of the Property known to Grantor to the best of Grantor's knowledge.

ARTICLE IV. PROHIBITED, RESTRICTED AND PERMITTED USES

Grantor reserves to Grantor and to Grantor's personal representatives, successors, heirs and assigns, the right to engage in the following specific permitted uses of the Property, subject to the prohibitions and restrictions contained in the same subparagraphs as the permitted uses. Notwithstanding anything contained herein to the contrary, any activity on or use of the Property inconsistent with the Purpose is prohibited.

A. DEVELOPMENT RIGHTS AND SUBDIVISION

There shall be no division, partitioning, or subdivision in any manner of the Property, notwithstanding that the Protected Property was acquired in separate parcels or lots or may be the subject of an approved subdivision. A boundary line adjustment shall not be considered a division provided either: (i) each parcel affected by the boundary line adjustment is subject to a conservation easement granted to Grantee, which conservation easement contains terms and conditions at least as protective of the Conservation Values as the terms and conditions of this Conservation Easement, or (ii) advance written approval of the boundary line adjustment is obtained from Grantee.

All current and future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as specifically reserved to Grantor in this Article are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other property pursuant to a transferable development rights program or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

B. IMPROVEMENTS AND NEW CONSTRUCTION

i) Existing Structure.

The existing shed with a hand-pumped well currently existing on the Property and documented in the Baseline Documentation (the "Existing Structure") may be used, repaired and maintained in its current location. The Existing Structure may be demolished and rebuilt in accordance with applicable law in substantially the same location, provided that the Grantee receives 30 days prior notice to the commencement of demolition or construction, but it may not be enlarged or moved.

ii) Single-Family Residential Dwelling and Appurtenant Structures.

One single family residence and associated appurtenant structures ("New Residence") may be built or placed within the Building Envelope as defined below, provided that: (a) prior to the commencement of construction Grantee's approval must be obtained, with such approval not being unreasonably withheld (b) all construction shall be in strict conformity with all applicable local and state laws and requirements, (c) there shall be no impairment to the Conservation Values of the Property, (d) the septic system shall comply with the best technology reasonably available at the time for the purpose of minimizing any impact of the septic system to the Conservation Values, (e) stormwater runoff will be directed away from slopes and sited for maximum infiltration, (f) all paved roads and other impervious surfaces located on the Property including those existing on the date of this Easement, as well as all existing and future structures and other improvements including but not limited to the Existing Structure, New Residence, pole barns, sheds, swimming pools, above and below ground storage tanks, shall not exceed a total footprint of 10,000 square feet, (g) all improvements except for fences, roads and trails shall be located within the five (5) acre Building Envelope described in Exhibit "B", (the "Building Envelope"), (h) all new structures and septic system shall be located at least 150 feet from any wetland areas, sinkholes or karst features, and (i) construction shall be accomplished with minimal removal of existing trees and canopy cover.

iii) Roads, Trails and Motorized Vehicles.

The existing access driveway and road into the Property identified in the Baseline Documentation may be maintained, widened and lengthened as necessary to provide continued access to the Existing Structure and access to the New Residence and other improvements listed above, provided that: (a) it be done in strict conformity with all applicable laws and requirements, (b) it be maintained at Grantor's sole expense, (c) it be constructed so as to minimize the impact on the Conservation Values of the property, (d) if widened, it must not exceed 30 (thirty) feet in total width, (d) materials utilized in the construction and maintenance of the road shall not include concrete or asphalt and must be permeable to allow adequate water/run-off percolation into the ground, (e) prior to the commencement of construction Grantee's approval must be obtained, with such approval not being unreasonably withheld, and (f) construction shall be accomplished with minimal removal of existing trees and canopy cover.

Grantor shall have the right to clean-up, open, maintain and utilize those roads and trails that were open and utilized at one time, but are currently overgrown, and documented as such in the Baseline Documentation. Roads and trails re-opened and cleaned up pursuant to the previous sentence may be re-opened only to the extent of their prior length and width and may not be improved with concrete or asphalt and must remain permeable to allow adequate water/run-off percolation. No other roads or trails may be constructed or created on the Property. Fire lines created for the sole purpose of prescribed fire management and habitat restoration of the Property, as described in IV. G. below and in the Stewardship Plan, shall not constitute a violation of this general prohibition on new trails and roads.

There shall be no operation of motorized vehicles except: (i) within the Building Envelope, or (ii) outside of the Building Envelope on established roads unless necessary: (a) to protect or enhance the Conservation Values, or (b) for emergency purposes.

iv) Utility Services and Septic System.

Installation, maintenance, repair, replacement, removal, and relocation of electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve improvements on the Property are permitted herein, and the right to grant easements over and under the Property for such limited purposes, is permitted, provided that the impact of such installation and maintenance on the Conservation Values is limited to the greatest extent possible. Grantor shall not permit or grant easements for utility transmission or distribution facilities or systems without the written consent of the Grantee. Installation, maintenance, repair or improvement of a septic or other underground sanitary system, for the benefit of any of the improvements permitted herein, is permitted, provided such septic system is located at least 150 feet from any wetland areas, sinkholes or karst features. All other utilities are prohibited on the Property including, but not limited to, commercial cellular communication towers or structures.

v) Signs.

Grantor or Grantee may erect and maintain reasonable non-commercial signs indicating the owner of the Property, the name of the Property, boundary markers, directional signs, regulatory signs, interpretative signs, and signs designating the Property as land under the protection of Grantee. Any signs erected pursuant to this provision shall conform to the nature and character of the Property.

C. WATER RESOURCES

Grantor may continue to operate, maintain and replace the existing, non-commercial, ground water well incident to the permitted residential and agricultural uses on the Property. Grantor may install, operate and maintain one (1) additional, non-commercial, ground water well within the Building Envelope to service the Existing Structure and/or the New Residence. The operation, maintenance, replacement and installation shall be subject to legally required permits and regulations. Notwithstanding the right to construct and operate these ground water wells, there shall be no activities conducted on the Property that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property. Notwithstanding anything contained herein to the contrary, there shall be no commercial water wells on the Property.

D. COMMERCIAL ACTIVITY

Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity on the Property is prohibited. The parties agree that this paragraph shall prohibit the use of the Property for commercial recreational activities within the meaning of Section 2031(c)(8)(B) of the Internal Revenue Code.

E. AGRICULTURAL ACTIVITY
There shall be no commercial agricultural use of the Property.

Grantor shall be permitted to keep and house domesticated pets such as cats and dogs, and livestock (but not cattle or swine) within the Building Envelope. In addition, Grantor may grow fruits and vegetables within the Building Envelope for personal consumption by Grantor and Grantor's immediate family. All such uses shall not have an adverse impact on the Conservation Values of the Property and shall be carried out in accordance with the Conservation Easement Stewardship Plan.

Grantor shall not introduce, or allow the intentional introduction or propagation of non-native plant or animal species, including the above mentioned livestock, that in the sole discretion of Grantee may have an adverse impact on the Conservation Values of the Property.

Grantor shall to the degree practical, as set forth in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Animal Species, such species being those specifically listed as nonnative and regulated by the Florida Fish and Wildlife Conservation Commission, or similar regulatory agency.

Notwithstanding anything contained herein to the contrary, no agriculture or livestock shall be allowed within a 150-foot buffer around wetland areas, sinkholes and other karst features.

F. BIOCIDES AND FERTILIZER
There shall be no application of biocides (including, but not limited to, pesticides, insecticides, fungicides, rodenticides, and herbicides) on the Property, except that these products may be used in limited quantities in strict conformance with the manufacturer's instructions for ordinary household purposes. However, biocides may be used in a reasonable manner for conservation purposes with Grantee's prior written consent to control and eradicate Nuisance Exotic Plant Species as defined in Article V, paragraph H below. Additionally, biocides and fertilizer may be used in a reasonable manner in relation to the allowed non-commercial agriculture use described in Article V, paragraph E above and shall be applied in accordance with the product label and according to agricultural best management practices recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time.

G. HABITAT RESTORATION
The Grantor shall retain and have the right to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Property as set forth in the Conservation Easement Stewardship Plan approved by Grantee.

H. REMOVAL OF VEGETATION AND INTRODUCTION OF EXOTIC PLANTS
There shall be no removal, destruction, cutting, trimming, or mowing of any vegetation or timber except as follows: (a) to carry out the rights reserved in Article V, paragraphs B, E, F and G, (b) with respect to trees or vegetation that are diseased, rotten, damaged, or fallen, or that are a safety or health hazard, (c) as is necessary to maintain existing roads and trails depicted in the Baseline

Documentation, (d) for personal use, up to four (4) non-wetland tree species may be harvested per year, and (e) to control and/or eradicate all Nuisance Exotic Plant Species as described below.

Notwithstanding anything contained in this Agreement to the contrary, timber harvesting in the natural wetlands as depicted in the Baseline Documentation and cutting or removing cypress from the Property are prohibited.

Grantor shall not, nor allow others to, plant or grow plants: 1) listed by the Florida Exotic Pest Plant Council as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities), 2) listed in Federal Noxious Weed List (7 C.F.R. 360, as may be amended), 3) listed in the Prohibited Aquatic Weed List (62C-52, F.A.C.), 4) listed in the State of Florida Noxious Weed List (5B-57, F.A.C.), 5) listed in an amended or successor list to any of the above lists, and 6) a similar list contained in the Conservation Easement Stewardship Plan. The lists 1 through 6 above shall collectively be considered "Nuisance Exotic Plant Species". Grantor shall to the degree practical, as outlined in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Plant Species. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the control and eradication of Nuisance Exotic Plant Species on the Property, together with the right of ingress and egress to the Property for the purpose of exercising such right. Under no circumstances, shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of Grantee.

I. RECREATIONAL USE OF PROPERTY

The right to observe, maintain and photograph the Property and use of the Property for non-commercial hiking, bicycle riding, horseback riding, hunting and fishing is expressly reserved, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantee's rights, as stated in this Conservation Easement and are not inconsistent with the Purpose of this Conservation Easement.

J. MORTGAGE

The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Conservation Easement.

K. EXCLUSIVE USE

The right to exclusive use of the Property subject to the rights granted to Grantee in this Conservation Easement.

L. DUMPING

No soil, trash, liquid or solid waste or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property.

M. MINING

There shall be no exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone,

limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances.

N. ENDANGERED SPECIES
Actions or activities that may reasonably be expected to adversely affect threatened or endangered species are prohibited.

ARTICLE V. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose.

ARTICLE VI. GRANTEE'S REMEDIES

A. REMEDIES
If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. NO WAIVER
Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of

such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

C. WAIVER OF CERTAIN DEFENSES
Grantor hereby waives any defense of laches, estoppel, adverse possession or prescription.

D. ACTS BEYOND GRANTOR'S CONTROL
Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. HOLD HARMLESS
Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Article IX, paragraphs B and C; and (3) the existence or administration of this Easement.

ARTICLE VII. CONSERVATION EASEMENT STEWARDSHIP PLAN

A Conservation Easement Stewardship Plan, that describes the stewardship goals, objectives, strategies and management responsibilities, shall be developed and mutually agreed upon by the parties prior to execution and delivery of this Conservation Easement. The Conservation Easement Stewardship Plan shall reflect the Purpose and covenants of this Conservation Easement and nothing in the Conservation Easement Stewardship Plan shall conflict with the Purpose or any covenant of this Conservation Easement. The initial Conservation Easement Stewardship Plan shall be prepared by Grantor and approved in writing by Grantee prior to delivery and acceptance of this Conservation Easement. Grantor and Grantee shall meet on or before the anniversary of the date of the execution of this Conservation Easement each year to review the previous twelve (12) months of activity covered in the Conservation Easement Stewardship Plan as well as activities scheduled for the upcoming twelve (12) months. The Conservation Easement Stewardship Plan and future revisions thereto shall describe the desired future condition of the Property and shall describe management actions to be undertaken during the succeeding ten (10) year period.

The Conservation Easement Stewardship Plan shall be updated and amended, if necessary, by Grantor, every ten years, provided however, all amendments shall be submitted to and approved in writing by Grantee prior to implementation. Grantee shall have forty-five (45) days from the date of receipt to review any proposed amendment to the Conservation Easement Stewardship Plan and submit revisions to Grantor. Grantor shall incorporate those revisions, or otherwise correct the Conservation Easement Stewardship Plan to the extent necessary to insure that it fully and

accurately reflects the provisions of this Conservation Easement. Should Grantee not respond to the submitted Conservation Easement Stewardship Plan within the forty-five (45) days, its consent shall be implied, provided however, no consent shall be implied as to any activity on the Property that is inconsistent with the Purpose of this Conservation Easement. Should the parties fail to agree on a revised Conservation Easement Stewardship Plan, the then existing plan shall continue in effect.

ARTICLE VIII. MISCELLANEOUS

A. EMERGENCIES

The term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Purpose of this Conservation Easement or which require the protection of human life in imminent danger or other such exigent circumstances of grave consequence.

B. COSTS AND LIABILITIES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

C. TAXES

Grantor shall pay before delinquency all ad valorem or other taxes, fees, charges or assessments which may now or hereinafter be assessed or charged against the Property and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor reserves the right to contest taxes and assessments. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

D. GRANTOR'S GENERAL WARRANTY OF TITLE

Grantor hereby warrants that the Property is free from all encumbrances created by Grantor and agrees to defend Grantee's interest in the Property created by this Conservation Easement against the lawful claims of all persons whatsoever.

E. EXTINGUISHMENT

If circumstances arise in the future such as render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with Article IX, paragraph F. Grantee shall use all such proceeds in a manner consistent with the Purpose of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of

the uses allowed under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

F. PROCEEDS

This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article IX, paragraph E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Conservation Easement at the time of this grant to the value of the Property, without deduction for the value of the Conservation Easement, at the time of this grant. The values at the time of this grant are those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant.

G. CONDEMNATION

If this Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee's share of condemnation proceeds recovered shall be determined by multiplying that amount received by the ratio set forth in Article IX, paragraph F. Grantee shall use any proceeds received under the circumstances described in this paragraph G in a manner consistent with the conservation purposes exemplified by this grant.

H. SUBSEQUENT TRANSFERS

Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. All subsequent Grantors shall contact Grantee within twenty (20) days following transfer of fee title to the Property to schedule a meeting for the purposes of coordination and planning. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Conservation Easement or limit its enforceability in any way.

I. SUCCESSORS

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

J. NON-MERGER

Grantor and Grantee agree that terms of this Conservation Easement shall survive any merger of the fee and Conservation Easement interest in the Property.

K. NOTICES

The Grantor shall notify the Grantee before undertaking any activity that may reasonably be expected to have an adverse impact on the Conservation Values. Such notice shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the Purpose of this Conservation Easement. The Grantee

may permit the proposed activity only if the Grantee determines that such activity (i) does not violate the Purpose of this Conservation Easement and (ii) either enhances or does not impair the Conservation Values. Notwithstanding the foregoing, the Grantee and the Grantor have no right or power to agree to any activity on the Protected Property that is inconsistent with the Purpose of this Conservation Easement.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either sent by certified mail return receipt requested or sent by overnight courier to the parties as set forth herein, or to such other addresses such party may establish in writing to the other.

Notice to Grantor shall be sent to:
Ivor Kincaide & Julieanne Tabone
6336 SE CR 234
Gainesville, FL 32641

Notice to Grantee shall be sent to:
Alachua County
Board of County Commissioners
Attn: Environmental Protection Department
P.O. Box 2877
Gainesville, FL 32602-2877

Except in regard to notice pursuant to Article VII above, whenever a consent or approval is required from either Grantor or Grantee, the party seeking the consent or approval shall send a written request for such consent or approval to the other party as specified above and such other party shall respond to the request within sixty (60) business days of its receipt. However, if consent or approval is required from the Alachua County Board of County Commissioners or another Grantee government entity, Grantee shall have sixty (60) days following Grantee's duly noticed board meeting at which the item was duly noticed and acted upon. In the event that the consenting or approving party fails to respond within the sixty (60) business day period, its consent or approval shall be implied, provided, however, that no consent or approval shall be implied for any activity on the Property that is inconsistent with the Purpose of this Conservation Easement.

L. RECORDATION
Grantee shall record this instrument in timely fashion in the official records of Alachua County, Florida, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

M. NON-HOMESTEAD CERTIFICATION
Grantor hereby certifies that if a Grantor who is married signs this Conservation Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

N. AMENDMENTS

The terms and provisions of this Conservation Easement may be amended by the mutual consent of the parties hereto, provided that no such amendment shall be made that will adversely affect the qualification of this Easement for the tax benefits available or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code. Any such amendment shall be consistent with the Purpose of this Conservation Easement, shall not affect its perpetual duration, and shall not result in any diminution of protection of the Conservation Values. Nothing herein shall require Grantee to agree to any amendment. No amendment shall be effective until executed with the formality of a deed and recorded in the public records.

O. CONTROLLING LAW
The laws of the State of Florida and the County of Alachua shall govern the interpretation and performance of this Conservation Easement.

P. LIBERAL CONSTRUCTION
Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Q. SEVERABILITY
If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

R. JOINT OBLIGATION
The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

S. TERMINATION OF RIGHTS AND OBLIGATIONS
A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

T. CAPTIONS
The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written

Witnesses:

Signature of first witness

Sarah Salazar

Printed name of first witness

Signature of second witness

Carlos A Martinez Jr.

Printed name of second witness

GRANTOR:

IVOR KINCAIDE

JULIEANNE TABONE

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 5TH day of November 2010 by **IVOR KINCAIDE,** who is ☐ personally known to me or ☒ who has produced Florida Driver Licence as identification.

Notary Public - State of Florida
My Commission Expires May 28, 2011

Sign:
Print Name: Carlos A Martinez Jr.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 5TH day of November 2010 by **JULIEANNE TABONE,** who is ☐ personally known to me or ☒ who has produced Florida Driver License as identification.

Notary Public - State of Florida
My Commission Expires May 28, 2011

Sign:
Print Name: Carlos A Martinez Jr.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

Alachua County, Florida
By its Board of County Commissioners

By: _____

, Chair

ATTEST:

Date: _____

By: _____
J.K. Irby, Clerk

Approved as to Form:

Attorney: _____

Date Executed: _____

(Seal)

Exhibit A (Legal Description)

LEGAL DESCRIPTION:

LOTS 38, 39, 40, 38A, 39A & 40A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, THE EAST TEN (10) ACRES OF AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA. LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH:

LOTS 41, 42, 43, 41A, 42A & 43A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA, LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH: O.R. BOOK 2053–745

LOTS 44, 45 & 46 OF "LAKE FOREST FARMS", AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

Exhibit B (Baseline Documentation Report)
to be attached

EXHIBIT C
ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF Alachua)

BEFORE ME, the undersigned authority personally appeared IVOR KINCAIDE, a single man, and JULIEANNE TABONE, a single woman, ("Seller"), who being by me first duly sworn, deposes and states:

1. That the undersigned, hereinafter referred to as the "Seller", is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Alachua County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "the Property")

2. That the Seller is this day (the "Closing Date") conveying a perpetual conservation easement on the Property to ALACHUA COUNTY, FLORIDA, hereinafter referred to as the "Purchaser".

3. For purposes of this Affidavit the term "Environmental Law" shall mean any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of Hazardous Materials (as hereinafter defined) into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the handling of such Hazardous Materials. For purposes of this Affidavit the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous or toxic substance, material or waste of any kind, or any other substance which is regulated by any Environmental Law.

4. As of the Closing Date, the Seller warrants and represents, in accordance with and subject to paragraphs 4.A. and 4.B. of the Option Agreement for Sale and Purchase between Seller and Purchaser, to the Purchaser, its successors and assigns that:

(i) Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property and, to the best of Seller's knowledge, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

(ii) To the best of Seller's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of the Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.

(iii) To the best of Seller's knowledge, no underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

(iv) Seller, and to the best of Seller's knowledge, any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

(v) No warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.

(vi) Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

5. That Seller makes this Affidavit for the purpose of inducing the Purchaser to purchase a perpetual conservation easement on the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

STATE OF Florida)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5th day of November, 2010, by **IVOR KINCAIDE,** a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public

Carlos A Martinez Jr

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD668991

My Commission Expires: May 28, 2011

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5th day of November, 2010, by **JULIEANNE TABONE**, a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public
Carlos A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD668991
My Commission Expires: May 28, 2011

EXHIBIT A TO ENVIRONMENTAL AFFIDAVIT
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 38, 39, 40, 38A, 39A & 40A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, THE EAST TEN (10) ACRES OF AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA. LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH:

LOTS 41, 42, 43, 41A, 42A & 43A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA. LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH: O.R. BOOK 2053–745

LOTS 44, 45 & 46 OF "LAKE FOREST FARMS", AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

ADDENDUM NO. 1
DISCLOSURE STATEMENT
(INDIVIDUAL)

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the perpetual conservation easement on the Property are: (If "None", please write "None"-Do not leave blank)

Name	Address	Reason for Payment	Amount
none			

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of the Easement to Alachua County: **(If "None", please write "None"-Do not leave blank)**

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
none			

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5th day of November, 2010, by **IVOR KINCAIDE**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public
Carlos A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 668991
My Commission Expires: May 28, 2011

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5th day of November, 2010, by **JULIEANNE TABONE**, a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public
Carlos A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 668991
My Commission Expires: May 28, 2011

Lake Forest Creek
Lake Forest Preserve (Kincaide & Tabone)
4/12/2010

Project Score:	**6.8 of 10.00**	
Inspection Date:	4/1/2010	
Size:	32.01 acres	
Parcel Numbers:	17899-001-001	32.01 acres
S-T-R:	6-10-21	
Buildings:		0
Just Value:	$13,200	$412/acre

Total Value	$13,200	$412/acre
Natural Communities:		
Sandhill		Good - Poor
Mesic flatwoods		Fair - Poor
Baygall		Excellent
Depression Marsh		Good
Blackwater Stream		Good
Basin Swamp		Excellent - Good

REPA Score: 7.42 of 9.44

KBN Score: East Side Greenway 14th of 47 projects

Overall Description:

The Kincaide and Tabone parcel is located approximately 1.2 miles east of SE 43rd Street and north of SE 8th Avenue, generally northeast of Eastside High School. The Parcel is adjacent to the west boundary of the former Dilcher Parcel (now owened by Kincaide and Tabone) and adjacent to the north and east boundary of the Smith parcel. These three parcels are referred to as the Lake Forest Preserve by the owners and ~131 acres are now in 2 ownerships. Both the former Dilcher parcel and the Kincaide & Tabone parcel are directly south of East University Avenue east of the split from SR 26, near Newnan's Lake. The large basin swamp that lies on the northern section of the Kincaide & Tabone and former Dilcher property extends to the north and west. The northern portion of this wetland is owned by the State of Florida and drains to Newnan's Lake. In the other direction, other branches of Lake Forest Creek connect to Morningside Nature Center via State of Florida holdings managed by HRS Developmental Services. The Kincaide & Tabone parcel has road frontage on East University Avenue, a paved publicly maintained road. Alternate access is via an unpaved, private road, SE 8th Avenue. A dedicated but vacant north/south roadways separates the former Dilcher parcel from the Kincaide and Tabone parcel and another dedicated but vacant east/west roadway divides the parcel. None of these "paper roads" have been cleared of vegetation.

Kincaide and Tabone have purchased the former Dilcher property, which is on the acquisition list as a conservation easement. The owners would like to continue to develop and sell a conservation easement for the former Dilcher Property, but would now like to include the Kincaide and Tabone property in the conservation easement.

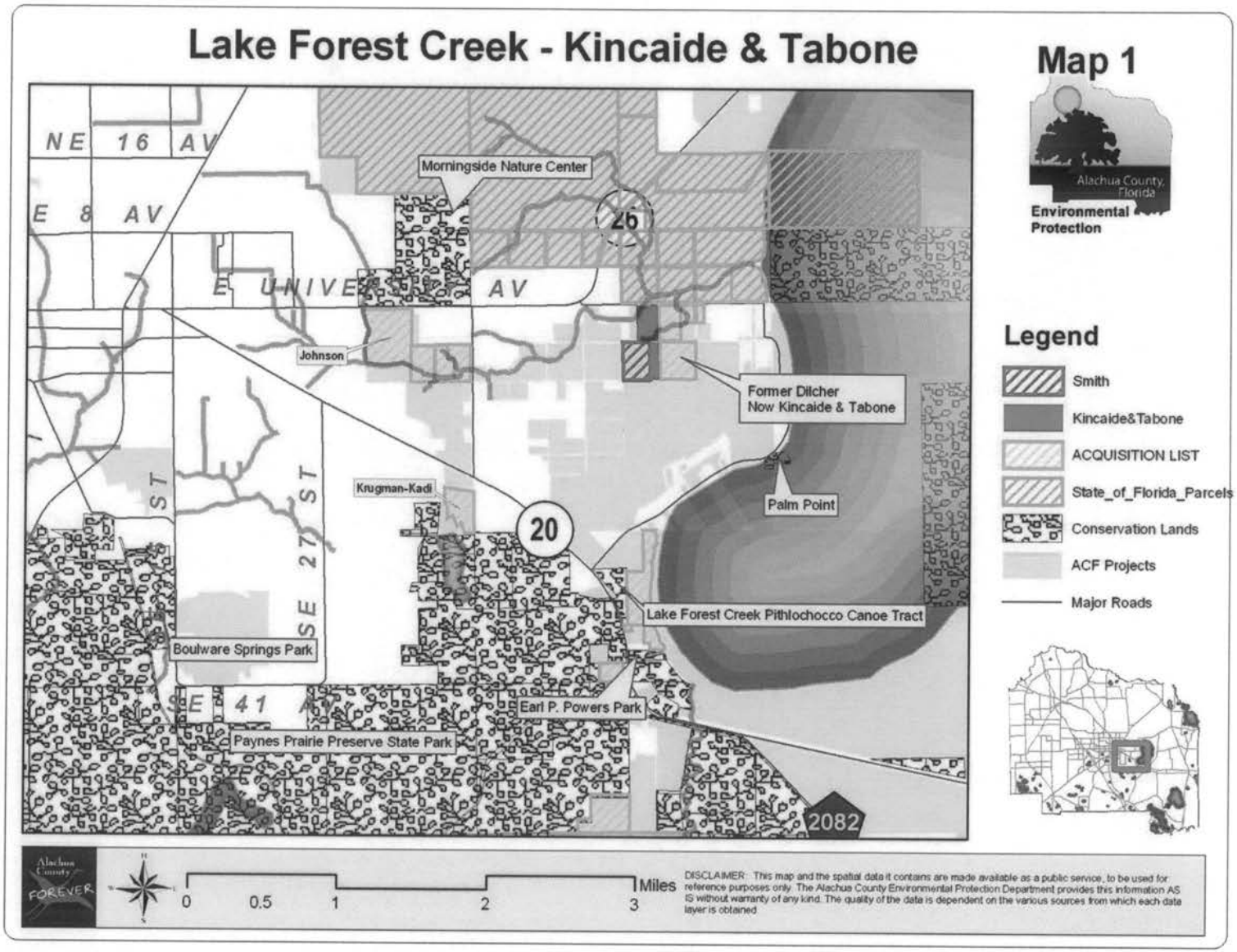
The Kincaide and Tabone property is composed of sandhill, mesic flatwoods, baygall, depression marsh, blackwater stream, and basin swamp. The wetland communities, which occupy the northern portion of the property, are in good to excellent condition. The depression marsh is in good condition except for hardwoods that are beginning to invade. Both the baygall and basin swamp are forested with mature native trees and are in good to excellent condition. A small segment of Lake Forest Creek traverses the property. Upstream it has been altered extensively; however, on the property it has not been altered. Fire maintained communities are located on the southern portion of the property except for flawoods that separate the baygall from the basin swamp. Prior to acquisition by the current owner, the property was long unburned and as a result most of the fire maintained natural communities had become invaded with off-site hardwoods such as laurel and water oaks. The current owner with the neighbor to the west has started an active restoration program involving mechanical and chemical treatment of off-site hardwoods, re-introduction of fire and species that will carry fire (grasses and longleaf pine). The sandhill that has undergone restoration treatments are in fair to good condition. Other areas of fire-type communities that have not been treated are in fair to poor condition. No invasive plants were noted

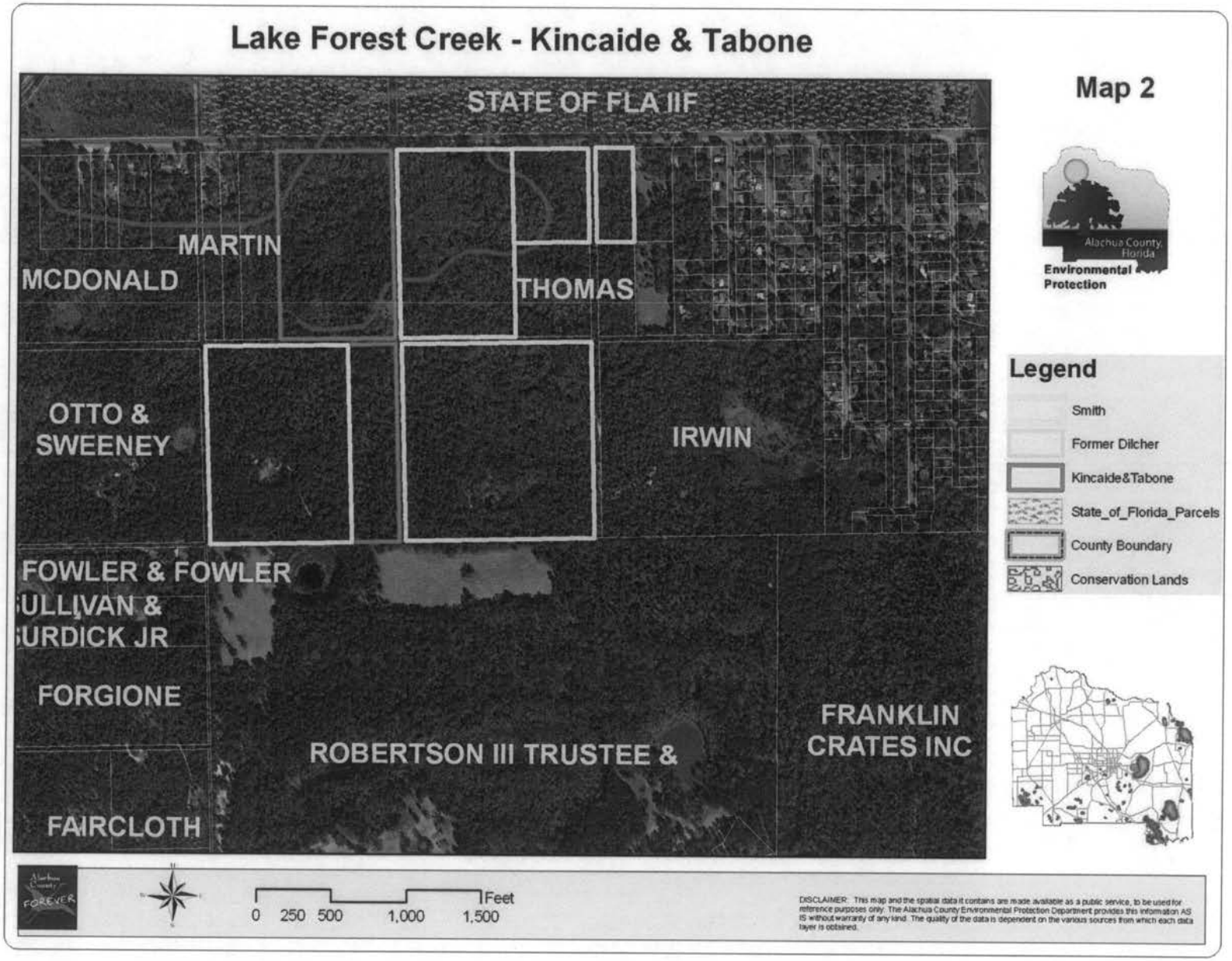
during the visit. *Rhododendron canescens* (State Listed as commercially exploited) was blooming at the time of the evaluation.

The following development analysis is based on a limited desk-top review and is founded upon current Land Development Regulations and Comprehensive Plan policies. Scenarios may be oversimplified, and are meant only to convey a general sense of the range of development intensities that would be possible.

Alachua County land use and zoning designations are Residential Estate and Agricultural, respectively. Gross density allowed would be governed by the zoning district -- one dwelling unit per five acres (1 unit / 5 acres). The following resources are present on the property 21.7 acres (70%) of 100-year Floodplain, 24.3 acres (78.4%) of Surface Waters and Wetlands, and 100% of the property is strategic ecosystem. It appears that realistic development potential of the property is a single lot / dwelling of at least three acres, located outside of the required Conservation Management Area. Current regulations specified in the Comprehensive Plan and Unified Land Development Code, require development outside of conservation resources (i.e., set-aside of wetland buffers and up to 50% of upland acres for protection of strategic ecosystems). Up to 27.5 acres (88.7% of the property) could be protected as Conservation Management Area leaving only enough acreage for 1 development unit given that minimum lot size within the zoning district is 3 acres.

Lake Forest Creek - Lake Forest Preserve (Kincaide&Tabone)					4/12/2010
CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		3		
	B. Whether the property serves an important groundwater recharge function;		2		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		1		
	D. Whether the property serves an important flood management function.		4		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		3		
	B. Whether the natural communities present on the property are rare;		3		
	C. Whether there is ecological quality in the communities present on the property;		3		
	D. Whether the property is functionally connected to other natural communities;		4		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		2		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		3		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		2		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects		4		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		1		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		4		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County;		3		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		5		
	E. Whether the property offers high vegetation quality and species diversity;		3		
	F. Whether the property has low incidence of non-native invasive species.		5		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		1		
	B. Whether the property contributes to urban green space, provides a municipal defining greenbelt, provides scenic vistas, or has other value from an urban and regional planning perspective.		4		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.30	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			4.40
(II-1) MANAGEMENT ISSUES	A. Whether it will be practical to manage the property to protect its environmental, social and other values (examples include controlled burning, exotics removal, maintaining hydro-period, and so on);		4		
	B. Whether this management can be completed in a cost-effective manner.		5		
(II-2) ECONOMIC AND ACQUISITION ISSUES	A. Whether there is potential for purchasing the property with matching funds from municipal, state, federal, or private contributions;		2		
	B. Whether the overall resource values justifies the potential cost of acquisition;		5		
	C. Whether there is imminent threat of losing the environmental, social or other values of the property through development and/or lack of sufficient legislative protections (this requires analysis of current land use, zoning, owner intent, location and		2		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			3.60	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.40
	TOTAL SCORE				6.80


Lake Forest Creek - Kincaide & Tabone
Map 1
Alachua County, Florida
Environmental Protection
NE 16 AV
E 8 AV
E UNIVERSITY AV
SE 27 ST
SE 41
Morningside Nature Center
26
Johnson
Former Dilcher
Now Kincaide & Tabone
Krugman-Kadi
20
Palm Point
Lake Forest Creek Pithlochocco Canoe Tract
Boulware Springs Park
Earl P. Powers Park
Paynes Prairie Preserve State Park
2082
Legend
Smith
Kincaide&Tabone
ACQUISITION LIST
State_of_Florida_Parcels
Conservation Lands
ACF Projects
Major Roads
Alachua County FOREVER
0
0.5
1
2
3
Miles
DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.


Lake Forest Creek - Kincaide & Tabone
STATE OF FLA IIF
MARTIN
MCDONALD
THOMAS
OTTO &
SWEENEY
IRWIN
FOWLER & FOWLER
ULLIVAN &
URDICK JR
FORGIONE
ROBERTSON III TRUSTEE &
FRANKLIN
CRATES INC
FAIRCLOTH
Map 2
Alachua County, Florida
Environmental Protection
Legend
Smith
Former Dilcher
Kincaide&Tabone
State_of_Florida_Parcels
County Boundary
Conservation Lands
0 250 500 1,000 1,500
Feet
DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Lake Forest Creek
Dilcher
05/10/2007

Project Score:	**7.33 of 10.00**	
Inspection Date:	May 24, 2007	
Size:	69.06 acres	
Parcel Numbers:	17899-041-000	58.02ac
	17902-000-000	11.04 ac
S-T-R:	6-10S-21E	
Buildings:	0	
Just Value:	$32,400	$469/ac

Natural Communities:	
Basin Swamp	Excellent – Good
Blackwater Stream	Good
Xeric Hammock	Good – Fair
Sinkhole Lake	Excellent – Good
Upland Mixed Forest	Excellent – Good
Upland Pine Forest	Fair – Poor
Sandhill	Fair – Poor
Flatwoods	Good – Fair

REPA Score: 7.42 of 9.44 Lake Santa Fe Project
KBN Score: Ranked 14th of 47 projects - Eastside Greenway

Overall Description:

The Dilcher property is located on East University Avenue east of the split from SR 26, near Newnan's Lake. The owner is interested in selling a conservation easement to the County as a deep bargain sale. The owners intend to continue utilizing the property for research and personal enjoyment. They would like to hold approximately 5 acres out of the conservation easement on which to construct 1 to 3 cabins or a home near the sinkhole lake on the southern end of the property. On the entire property they would like to retain the rights to conduct research of various types and to harvest single trees to turn into lumber. The owners will maintain existing trails on the entire property and perhaps construct a few more near the 5 acres to be excluded from the conservation easement on the southern end of the property.

The north-eastern ~11 acre parcel is composed of successional flatwoods, good to excellent quality basin swamp, and a branch of Lake Forest Creek. The remaining ~ 58 acres is diverse with respect to the number of natural communities present. The drier communities include successional sandhill and xeric hammock. These communities grade into flatwoods and good quality upland mixed forest. There is also a sinkhole lake on the property, a patch of successional upland pine forest, a basin swamp and a branch of Lake Forest Creek, a blackwater stream. The swamp system drains into Newnan's Lake via Lake Forest Creek. There are five eagles nests that have been active within the last 7 years within 0.75 miles of the property. Alligators have been observed on the property. There is one archaeological site listed in the Florida Master Site File on the property.

The large basin swamp that lies on the northern section of the property extends to the north and west of the Dilcher property. The northern portion of this wetland is owned by the State of Florida and drains to Newnan's Lake. In the other direction other branches of Lake Forest Creek connect to Morningside Nature Center via State of Florida holdings managed by HRS Developmental Services.

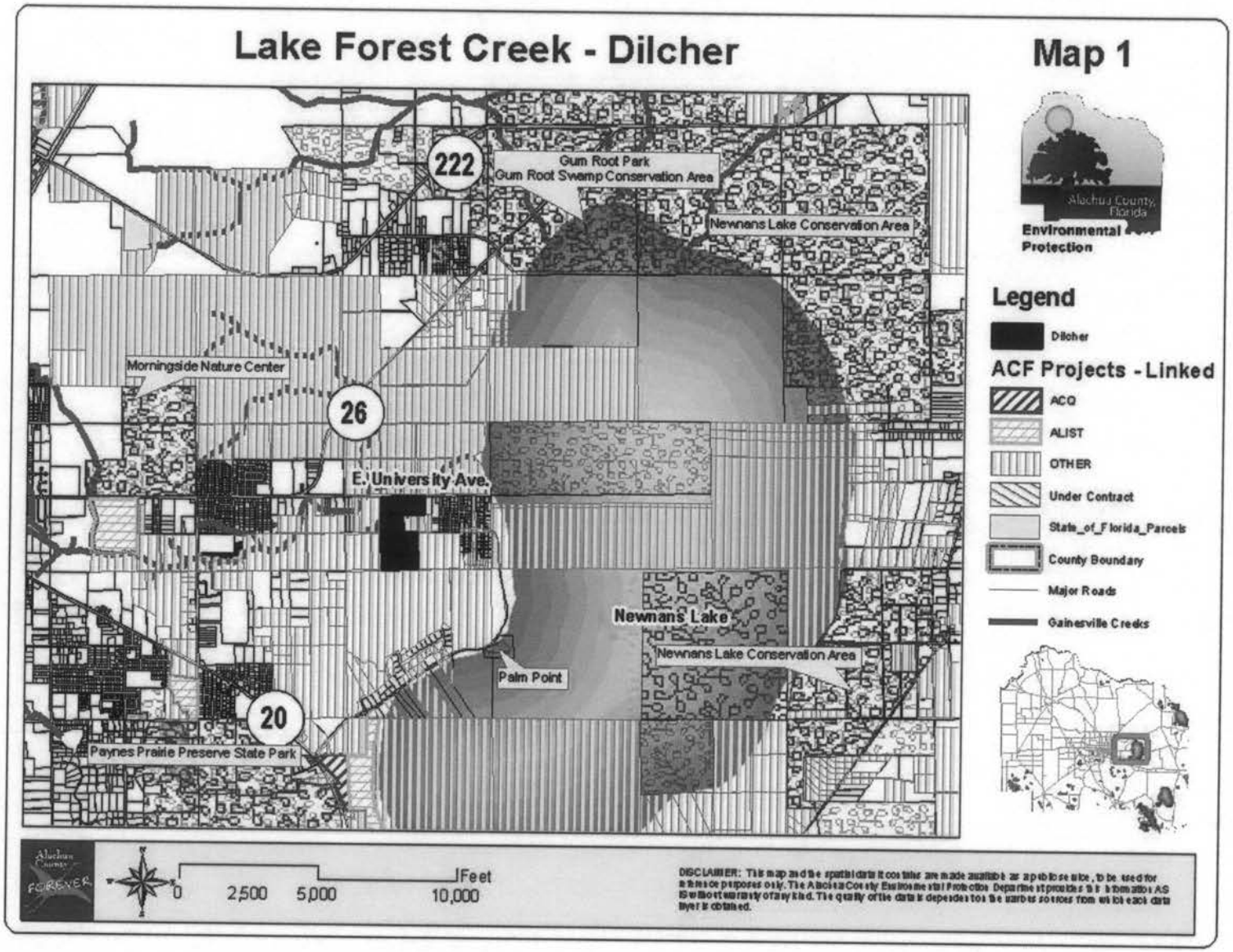
Dilchers actively utilize the property for biological research purposes. The management of the property includes floristic inventories and an interest in preserving the flora and fauna of the property. The owners have agreed in principle to cooperate with neighbors to re-introduce fire to the sandhill community. Dr. Dilcher also expressed a willingness to remove invasive exotic plants from the property. Mimosa was the only invasive exotic plant noted on the field visit, though alligator weed (Alternanthera philoxeroides), wax begonia (Begonia cucullata), and Japanese climbing fern (Lygodium

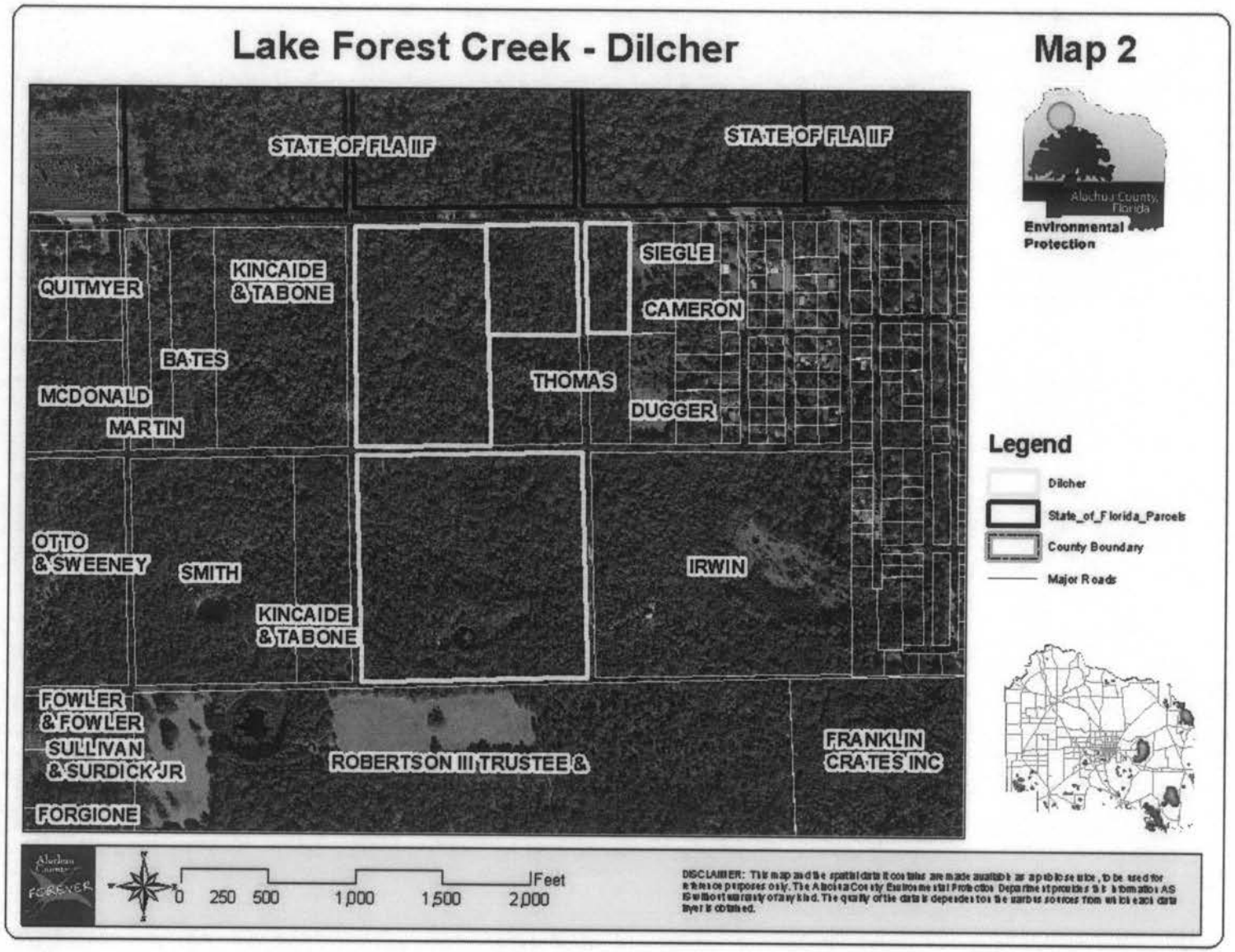
japonicum) are listed on the plant list maintained for the property. The Dilchers have planted non-native, though non-invasive palms in several locations on the property.

There is only moderate likelihood of the property being developed. The natural features (flood prone area, forested wetlands, Lake Forest Creek, and strategic ecosystem designation) appear to significantly constrain development potential for approximately 80% (wetlands and ½ of upland area) of the project area. The remaining upland portions of the property could be subdivided into 1 acre lots (or smaller if water and sewer is available). Access from E. University Avenue may be restricted due to wetlands and floodplain.

Lake Forest Creek - Dilcher		May 8, 2007			
CATEGORY	Criterion	WEIGHTING		Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		3		
	B. Whether the property serves an important groundwater recharge function;		2		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		3		
	D. Whether the property serves an important flood management function.		3		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		3		
	B. Whether the natural communities present on the property are rare;		3		
	C. Whether there is ecological quality in the communities present on the property;		3		
	D. Whether the property is functionally connected to other natural communities;		4		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		2		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		3		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		3		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects.		4		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		4		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		4		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County;		2		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		5		
	E. Whether the property offers high vegetation quality and species diversity;		4		
	F. Whether the property has low incidence of non-native invasive species.		5		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		2		
	B. Whether the property contributes to urban green space, provides a municipal defining greenbelt, provides scenic vistas, or has other value from an urban and regional planning perspective.		4		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.30	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333333			4.40
(II-1) MANAGEMENT ISSUES	A. Whether it will be practical to manage the property to protect its environmental, social and other values (examples include controlled burning, exotics removal, maintaining hydro-period, and so on);		4		
	B. Whether this management can be completed in a cost-effective manner.		5		
(II-2) ECONOMIC AND ACQUISITION ISSUES	A. Whether there is potential for purchasing the property with matching funds from municipal, state, federal, or private contributions;		5		
	B. Whether the overall resource values justifies the potential cost of acquisition;		5		
	C. Whether there is imminent threat of losing the environmental, social or other values of the property through development and/or lack of sufficient legislative protections (this requires analysis of current land use, zoning, owner intent, location and		3		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			4.40	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6666667			2.93
	TOTAL SCORE				7.33

I:\Land Conservation\Land Conservation Matrix\Lake Forest Creek\LFC site specific evaluations\Dilcher\Dilcher Evaluation


Lake Forest Creek - Dilcher
Map 1
222
Gum Root Park
Gum Root Swamp Conservation Area
Newnans Lake Conservation Area
Morningside Nature Center
26
E. University Ave.
Newnans Lake
Newnans Lake Conservation Area
Palm Point
20
Paynes Prairie Preserve State Park
Alachua County, Florida
Environmental Protection
Legend
Dilcher
ACF Projects - Linked
ACQ
ALIST
OTHER
Under Contract
State_of_Florida_Parcels
County Boundary
Major Roads
Gainesville Creeks
Alachua County FOREVER
0
2,500
5,000
10,000
Feet
DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.


Lake Forest Creek - Dilcher
Map 2
STATE OF FLA IIF
STATE OF FLA IIF
QUITMYER
KINCAIDE & TABONE
SIEGLE
CAMERON
BATES
THOMAS
MCDONALD
DUGGER
MARTIN
OTTO & SWEENEY
SMITH
IRWIN
KINCAIDE & TABONE
FOWLER & FOWLER
SULLIVAN & SURDICK JR
ROBERTSON III TRUSTEE &
FRANKLIN CRATES INC
FORGIONE
Alachua County, Florida
Environmental Protection
Legend
Dilcher
State_of_Florida_Parcels
County Boundary
Major Roads
0 250 500 1,000 1,500 2,000 Feet
DISCLAIMER: This map and the spatial data it contains are made available as applicable to use, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

June 28, 2011 Regular BoCC Meeting
Agenda Item #35

Title
Wildlife Foundation of Florida Protect Florida's Springs Tag Grant (Amended)

Amount
$5,000.00

Description
Request approval of a Budget Amendment and Interfund loan, and adoption of a Resolution in support of the previously approved Wildlife Foundation of Florida Protect Florida's Springs Tag Grant for Stakeholder Research.

Recommendation
Approve the Budget Amendment, Interfund loan for $5,000; and adopt the Resolution to recognize unanticipated revenue in association with the previously approved Wildlife Foundation of Florida Protect Florida's Springs Tag Grant for Stakeholder Research.

Alternative(s)
Do not approve Budget Amendment or Interfund loan; do not adopt the Resolution

Requested By
Diane M. Smith 264-6808

Originating Department
Environmental Protection

Attachment(s) Description
Wildlife Foundation of Florida Protect Florida's Springs Tag Grant for Stakeholder Research, Resolution to recognize unanticipated revenue and Budget Amendment

Documents Requiring Action
Resolution and Budget Amendment

Executive Summary
This request is for approval of a Budget Amendment and adoption of a Resolution to recognize unanticipated revenue for the previously approved grant award from Wildlife Foundation of Florida Protect Florida's Springs Tag Grant for Stakeholder Research.

Background
The County will receive funds from the Wildlife Foundation of Florida through the Protect Florida's Springs Tag grant program to conduct qualitative research with stakeholders in the Santa Fe River Springs Basin. This project is important because it will provide a research based foundation upon which we will be able to design public outreach campaigns for influencing behavior changes that protect the quality and quantity of the water of our springs. The research will also help with the enforcement of the Alachua County Fertilizer Standard and Management Practices and Irrigation Conservation Standards and Management Practices codes. The Foundation has awarded $5,000 in a cost reimbursable grant for FY11/FY12 research activities. ACEPD will provide an in-kind match of $5,000 and a cash match of $1,000 from Fund 116 FDEP Ambient Water Groundwater Contract. The University of Florida Department of Agricultural Education and Communication will provide an additional in-kind match of

$1,000.

Issues
If the Budget Amendment and Interfund loan for $5,000 are not approved, and the Resolution is not adopted, we will not be able to offset the costs of conducting qualitative research which would benefit the Water Resources Program.

Fiscal Recommendation
Approve Budget Amendment and Interfund loan for $5,000.

Fiscal Alternative(s)
Do not approve Budget Amendment and Interfund loan for $5,000.

Funding Sources
Wildlife Foundation of Florida; and the General Fund for the Interfund loan

Account Code(s)
260-5511-369.90-00 and 260-5511-537.31-93

Attachment: WFFPFS Tag Grant Award Letter.pdf
Attachment: Resolution WFFPFS Tag Grant Unant Rev.pdf
Attachment: BA Fund 260 WFFPFSTG.pdf

RESOLUTION 11-69

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO RECOGNIZE UNANTICIPATED REVENUE FROM THE WILDLIFE FOUNDATION OF FLORIDA AND AUTHORIZE EXPENDITURES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, There exists a Wildlife Foundation of Florida Protect Florida Springs License Plate Grant Program Agreement between Alachua County and the Wildlife Foundation of Florida for the Water Resources Program, Alachua County shall receive unanticipated revenue in the St. Johns River Water Management District Cost-Share Agreement Fund (Fund 260) in the amount of $5,000;, and,

WHEREAS, the $5,000 shall be used for operating costs;

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

1. That the fiscal year 2011-2012 budget for the St. Johns River Water Management District Cost-Share Agreement Fund (Fund 260) is hereby amended as reflected in 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 28th 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

WILDLIFE FOUNDATION OF FLORIDA

ESTABLISHED | 1994

April 15, 2011

Ms. Stacie Green
Alachua County Environmental Protection Department
201 Southeast Second Avenue
Suite 201
Gainesville, Florida 32601

Re.: PFS 1112-02 – Springs Protection Stakeholder Research

Dear Ms. Green:

The Board of Directors of the Wildlife Foundation of Florida (Foundation) is pleased to inform you that your Protect Florida Springs (PFS) tag grant request for the project titled **Springs Protection Stakeholder Research** has been approved for funding for fiscal year 2011-12. Your grant amount is not to exceed **$5,000**. Your grant number is **PFS 1112-02**. Please use this number in reference to this project in all correspondence.

By accepting this grant, you expressly agree to comply with the following terms and conditions.

1. The project must be limited to expenditures for goods or services as indicated in the approved budget.

2. As project manager, your responsibility is to contract for such goods and/or services that you require for this project. The Foundation's responsibility is limited to the payment of invoices submitted to the Foundation by you or by your vendors. Invoices submitted for payment must be signed by the project manager and submitted in a timely fashion. Submit payments to the Foundation CFO, Will Bradford, either by email to Will.Bradford@MyFWC.com or by ground delivery to:

   The Wildlife Foundation of Florida, Inc.
   Post Office Box 11010
   Tallahassee, FL 32302

3. Your grant number (PFS 1011-01) MUST appear on all correspondence and paperwork related to this grant.

4. Equipment purchased with grant funds will be labeled with tags "Donated by the Wildlife Foundation of Florida, Inc." where appropriate.

5. The Foundation is a not-for-profit corporation and is tax-exempt [Federal ID # 59-3277808] [State of Florida Consumer's Certificate of Exemption # 85-8012624063C-7]. Copies of appropriate documentation are available upon request.

6. Changes in the scope of work to the original Foundation-approved grant project/program must be requested in writing through the Foundation grant coordinator for consideration.

7. As the grantee, you have authority to shift grant funds within your approved budget up to five percent (5%) of your total grant award. For this project, you have authority to shift up to $250.00. You may not shift funds to create a new budget item. You may only shift funds to an item (or items) that already exists in the approved budget. For fund shifts of more than five percent (5%) of the grant award total, you must request approval from the Foundation via written request to the Foundation grant coordinator (Bill.Bibby@MyFWC.com). Approvals of fund shifts in excess of five percent are at the sole discretion of the Foundation.

8. The Foundation will require submission of quarterly progress reports as well as a final report. You may receive report forms via email from the FWC's grants coordinator by emailing a request to Bill.Bibby@MyFWC.com.

9. At the end of the grant period, a final report on the project/program must be submitted within 90 days to the Foundation Board of Directors through its grant coordinator. You may receive final report forms via email from the FWC's grants coordinator by emailing a request to Bill.Bibby@MyFWC.com.

10. Regarding final reports, the Foundation requests a summary of the project, its goals and accomplishments, to be written in "layman's terms." The Foundation may use this description in promotional materials that discuss your project achievements. An addendum is provided on the final report form to this end.

11. Each project is allowed a window of 12 months for completion. Your grant will become effective on July 1, 2011. Your expiration date is June 30, 2012.

12. If you are not able to complete your project within the stated time frame, you may request a one-time-only extension of six months. The Foundation reserves the right to approve or deny any request for extension. If an extension is granted, no further extensions will be allowed. Assuming an extension is granted, the Foundation will expect to receive quarterly reports until project completion.

13. Unused grant funds will revert to the Foundation upon the close of business on June 30, 2012. If an extension is granted, unused grant funds will revert to the Foundation upon the close of business, December 31, 2012.

14. The Wildlife Foundation of Florida, Inc. is providing the financial support for this project and expects recognition on any signage, publicity, or printed materials related to the program/project. This may include verbiage or logos. The Foundation will provide logos upon request. Any verbiage that indicates the Wildlife Foundation of Florida, Inc. as a contributor of funding support should be acceptable. Please refer any questions on this matter to the Foundation.

15. The Foundation will receive non-exclusive, unrestricted copyrights to any and all copyrighted materials developed using Protect Florida's Springs funds. This will be for the Foundation's use in promoting its programs, sharing materials with government and non-profit partners, and expanding springs education and awareness. The Foundation will not sell or otherwise derive financial benefit from such copyright use.

16. The Foundation may request that you provide information, including photographs, for an article for the Foundation's publications describing the project and its impact. It may further request that a report on the project be presented to the Foundation Board of Directors.

17. Transaction reports including the remaining balance on your grant are available, upon request, from the Foundation CFO. Submit requests to Will.Bradford@MyFWC.com.

18. The Board of Directors of the Wildlife Foundation of Florida encourages all recipients of Protect Florida Springs grant funds to take positive steps to include all appropriate springs stakeholders in this project. There is a section in the quarterly and final report forms for grantees to describe their effort in this area.

On behalf of the Foundation, I wish you tremendous success with your project. We look forward to reports on your progress. Call me at (850) 410-0471 extension 1303 or email bill.bibby@myfwc.com if you have questions. Again, please remember to include your grant number (PFS 1112-02) on all correspondence regarding this grant.

Sincerely,

B.B.

Bill Bibby
Grant Coordinator

/bb

c.c.: Brett Boston
Will Bradford

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY
OMB REFERENCE # BA-11-172
GROUP NUMBER 5179
PERIOD/DATE 9/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	SJRWMD Water Conservation Environmental Protection		Miscellaneous Rev - Other	260-5511-369.90-00	5,000	
2	SJRWMD Water Conservation Environmental Protection		Other Professional Svs	260-5511-537.31-93		5,000
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

RECEIVED
2011 JUN 16 A 10:40
ALACHUA COUNTY OMB

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS 5,000 5,000
COMBINED TOTAL 10,000

PERFORMANCE RESULTS: EPD has been awarded a Wildlife Foundation of Florida Protect Florida's Springs Tag Grant for Stakeholder Research.
Please set up revenue and expenditure budget accordingly.

Diane Smith 6/27/11
PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD 6/17/11

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

2011 JUL 1 PM 1 25
CLERK OF CIRCUIT COURT
FINANCE & ACCOUNTING
RECEIVED

Updated by OMB November 2006

June 28, 2011 Regular BoCC Meeting
Agenda Item #36

Title
Corrective Special Warranty Deed from the City of Gainesville (City) in connection with the Public Works Compound at Hague. (Amended)

Amount
N/A

Description
Request Approval of the Corrective Special Warranty Deed from the City of Gainesville (City) in connection with the Public Works Compound at Hague.

Recommendation
Approve the Corrective Special Warranty Deed from the City of Gainesville in connection with the Public Works Compound at Hague.

Alternative(s)
Do not accept the corrective special warranty deed and provide staff with direction.

Requested By
Richard Hedrick (contact: Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works

Attachment(s) Description
Corrective Special Warranty with location sketch.

Documents Requiring Action
Corrective Special Warranty Deed from the City of Gainesville.

Executive Summary
This Corrective Special Warranty Deed from the City of Gainesville (City) is to correct a conflict which exists between the deed calls and the original monumentation of the two parcels of land which the City of Gainesville previously deeded to Alachua County for the Public Works Compound at Hague, Florida.

Background
When the City acquired the property for the Deerhaven Power Plant from Plum Creek Timberlands, the property was surveyed by Perry McGriff and monuments were placed. When the County purchased the original property for the Public Works Compound by Warranty Deed dated April 12, 1974, recorded in Official Record Book 883, page 502 and the additional property for the expansion of the parking lot by Special Warranty Deed dated March 23, 2999, recorded in Official Record Book 2227, page 1123 of the said Pubic Records of Alachua County, Florida both legal descriptions contained bearing and distance calls that did not match the actual monumentation that was placed during the original survey. This Corrective Special Warranty Deed does not increase or decrease Alachua County's existing property. The Public Works Compound is located north of Gainesville along the north side of the Deerhaven Power Plant at Hague, Florida.

Issues
If the Board does not accept this Corrective Special Warranty Deed the County's deeds for the Public Works property will continue to have a conflict between the deed calls and the original monumentation.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Corrective_Deed_Public_Works.pdf

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

Richard Hedrick, Director
rhedrick@alachuacounty.us

Administration
Kenneth Fair
Sr. Administrative Support Manager
kfair@alachuacounty.us
Tel: (352) 374-5245

Animal Services
David Flagler
Director
dflagler@alachuacounty.us
3400 NE 53rd Avenue
Gainesville, FL 32609
Tel: (352) 264-6890
Fax: (352) 955-2542

Engineering & Operations
David Cerlanek
County Engineer
dcerlanek@alachuacounty.us
Tel: (352) 374-5245

Fleet Management
Ray Griffin
Fleet Manager
reg@alachuacounty.us
Tel: (386) 462-1975
Fax: (386) 418-0331

Parks and Recreation
Robert Avery
Parks/Open Space Superintendent
ravery@alachuacounty.us
Tel: (352) 374-5245

Waste Management
Sally Palmi
Acting Asst. Public Works Director
scp@alachuacounty.us
Tel: (352) 374-5213
Fax: (352) 337-6244

V:\Engineering\Public\CLE\OMB-JOHNSON\Agenda_June_28_2011_ORGINALS.doc

June 15, 2011

MEMORANDUM

To: John Johnson, Grants/Contracts Coordinator
Office of Management and Budget

From: Cathy Ernst, Right of Way Specialist

Subject: Original Documents for **June 28, 2011** BoCC Agenda

The Document is:

1. Corrective Special Warranty Deed from the City of Gainesville related to the Public Works Compound at Hague.

If you have any questions or problems, please call me at ext. 1225.

Thank you very much for your help.

Attachment

Log Number 11-046

Agenda Item Summary Form

Prepared by:	Requested by:	Approved by:	Approved by:	Department Director::
Cathy Ernst	Robert Wigglesworth	Michael Fay	Dave Cerlanek	Richard Hedrick
Date: 05/24/11	Date: 6/13/11	Date: 6/13/11	Date: 6/14/11	Date: 6.15.11

Select an Agenda	June 28, 2011
Select a Category	Consent, Governmental Units
Select a Sub-Category	Community Planning Group
Item Type:	Action
Title:	Corrective Special Warranty Deed from the City of Gainesville (City) in connection with the Public Works Compound at Hague.
Amount:	N/A
Description:	Corrective Special Warranty Deed from the City of Gainesville (City) in connection with the Public Works Compound at Hague.
Recommendation:	That the Board accept the Corrective Special Warranty Deed from the City
Alternative(s):	Do not accept the corrective special warranty deed and provide staff with direction
Requested By:	Richard Hedrick (contact: Robert W. Wigglesworth, ext 1224)
Originating Department:	Public Works
Attachment(s) Description:	Corrective Special Warranty with location sketch
Documents Requiring Action:	Corrective Special Warranty from the City
Executive Summary:	This Corrective Special Warranty Deed from the City of Gainesville (City) is to correct a conflict which exists between the deed calls and the original monumentation of the two parcels of land which the City of Gainesville previously deeded to Alachua County for the Public Works Compound at Hague, Florida.
Background:	When the City acquired the property for the Deerhaven Power Plant from Plum Creek Timberlands, the property was surveyed by Perry McGriff and monuments were placed. When the County purchased the original property for the Public Works Compound by Warranty Deed dated April 12, 1974, recorded in Official Record Book 883, Page 502 and the additional property for the expansion of the parking lot by Special Warranty Deed dated March 23, 2999, recorded in Official Record book 2227, page 1123 of the said Pubic Records of Alachua County, Florida both legal descriptions contained bearing and distance calls that did not match the actual monumentation that was placed during the original survey. This Corrective Special Warranty Deed does not increase or decrease Alachua County's existing property. The Public Works Compound is located north of Gainesville along the north side of the Deerhaven Power Plant at Hague, Florida.
Issues:	If the Board does not accept this Corrective Special Warranty Deed the County's deeds for the Public Works property will continue to have a conflict between the deed calls and the original monumentation.
Fiscal Recommendation:	N/A
Fiscal Alternative(s):	N/A
Funding Sources:	N/A
Account Code(s):	N/A

V:\Engineering\Public\CLE\BLUE-SHEETS\Year 2011\Public_Works_corrective_deed_from_City_2011.doc

This Instrument Prepared By:
Ann Mullins, Land Rights Coordinator
Real Estate Division
Gainesville Regional Utilities
P.O. Box 147117, Sta. A130
Gainesville, FL 32614-7117

Tax Parcel Nos. 5890-001-000 and 5884-001-001
Section 27, Township 8 South, Range 19 East

CORRECTIVE SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed this 17th day of MAY, 2011, by CITY OF GAINESVILLE, FLORIDA, a municipal corporation, whose mailing address is c/o Gainesville Regional Utilities, P.O. Box 147117, Sta. A-130, Gainesville, Florida 32614-7117, hereinafter referred to as GRANTOR, to ALACHUA COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is P.O. Box 1188, Gainesville, Florida 32602-1188, referred to as Grantee,

WITNESSETH:

That the GRANTOR for and in consideration of the sum of ten dollars ($10.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE (*See N.B. below), all that certain land situate in Alachua County, Florida, to wit:

As described in Exhibit "A" attached hereto and made a part hereof.

*N.B. *The purpose of this Corrective Special Warranty Deed is to correct a conflict which exists between the deed calls and original monumentation of two parcels of land which the City of Gainesville granted to Alachua County, Florida. The two parcels of land are described in that certain Warranty Deed dated April 12, 1974, recorded in Official Records Book 883, page 502 and that certain Special Warranty Deed dated March 23, 1999, recorded in Official Records Book 2227, page 1123 of the Public Records of Alachua County, Florida. This Corrective Special Warranty Deed granted by the City of Gainesville, Florida to Alachua County, Florida shall supersede the above mentioned instruments.*

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in the presence of:

Kristie A. Williams
Print Name: Kristie A. Williams

Ann M. Mullins
Print Name: ANN M. MULLINS

CITY OF GAINESVILLE, FLORIDA,
a municipal corporation

By: Robert E. Hunzinger
Robert E. Hunzinger
General Manager for Utilities

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 17th day of MAY, 2011, by Robert E. Hunzinger. General Manager for Utilities, of the CITY OF GAINESVILLE, Florida, a municipal corporation, who is personally known to me and duly sworn, and acknowledged that as such officer, and pursuant to authority from said corporation, as its act and deed, and for the uses and purposes set forth and contained in said instrument.

Ann M. Mullins
My Commission Expires:
Utilities Attorney
Commission No:

Approved as to Form and Legality
By: Raymond O. Manasco, Jr.
Utilities Attorney
City of Gainesville, FL

This page has been added to this Special Warranty Deed being granted by the City of Gainesville, Florida to Alachua County, Florida in order to reflect the Alachua County Board of County Commissioners acceptance.

At a meeting on the 28th day of June, 2011, the Board of County Commissioners authorized the acceptance of this instrument of conveyance and authorized the Chair to execute this acceptance.

LEE PINKOSON, CHAIR
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Executed on this 30th day of June, 2011,

ATTEST:

J. K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

EXHIBIT "A"

Alachua County
Public Works Department

Richard Hedrick, Director
rhedrick@alachuacounty.us

May 09, 2011
Legal Description prepared by:
Stephen J. Emmons, P.L.S. 6185
Senior Survey Technician
Alachua County Public Works Department

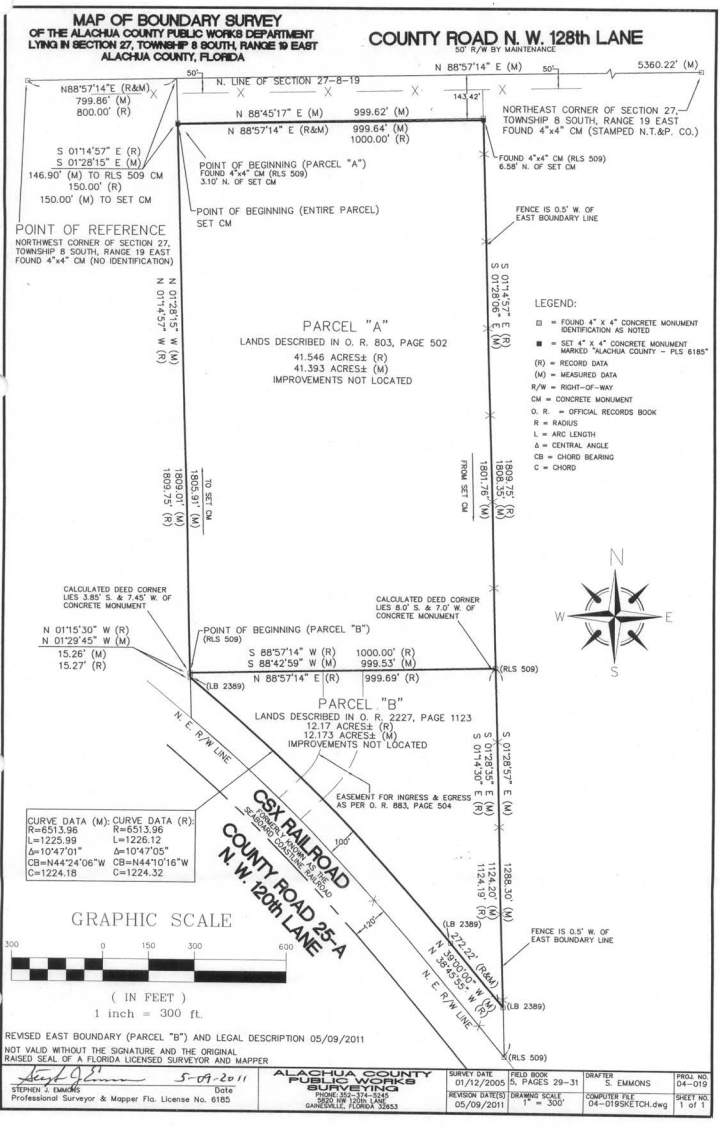
A TRACT OF LAND SITUATED IN SECTION 27, TOWNSHIP 8 SOUTH, RAGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"x4" CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST FOR A POINT OF REFERENCE AND RUN N88°57'14"E, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 799.86 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 150.00 FEET TO A CONCRETE MONUMENT STAMPED "ALACHUA COUNTY -PLS 6185" AND TO THE POINT OF BEGINNING; THENCE RUN N88°57'14"E, PARALLEL WITH SAID NORTH LINE OF SECTION 27, 999.64 FEET TO A CONCRETE MONUMENT STAMPED "ALACHUA COUNTY -PLS 6185"; THENCE S01°28'06"E, A DISTANCE OF 1801.76 FEET TO A CONCRETE MONUMENT STAMPED "RLS 509"; THENCE RUN S01°28'35"E, A DISTANCE OF 1124.20 FEET TO A CONCRETE MONUMENT STAMPED "LB 2389" LYING 100.00 FEET NORTHEASTERLY OF (MEASURED PERPENDICULAR) THE NORTHEAST RIGHT-OF-WAY LINE OF THE CSX RAILROAD (FORMERLY KNOWN AS THE SEABOARD COASTLINE RAILROAD); THENCE RUN N39°00'00"W, PARALLEL TO AND 100.00 FEET NORTHEASTERLY OF SAID NORTHEAST RIGHT-OF-WAY LINE, A DISTANCE OF 272.22 FEET TO A CONCRETE MONUMENT STAMPED "LB 2389" TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 6513.96 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCENTRIC WITH AND 100.00 FEET NORTHEASTERLY OF SAID NORTHEAST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 10°47'01", AN ARC DISTANCE OF 1225.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF N44°24'06"W, 1224.18 FEET, TO A CONCRETE MONUMENT STAMPED "LB 2389"; THENCE RUN N01°29'45"W, A DISTANCE OF 15.26 FEET TO A CONCRETE MONUMENT STAMPED "RLS 509"; THENCE RUN N01°28'15"W, A DISTANCE OF 1805.91 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 53.565 ACRES, MORE OR LESS.

TOGETHER WITH THAT PERPETUAL EASEMENT FOR INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 883, PAGE 504 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

Exhibit "A" Continued



REVISED EAST BOUNDARY (PARCEL "B") AND LEGAL DESCRIPTION 05/09/2011

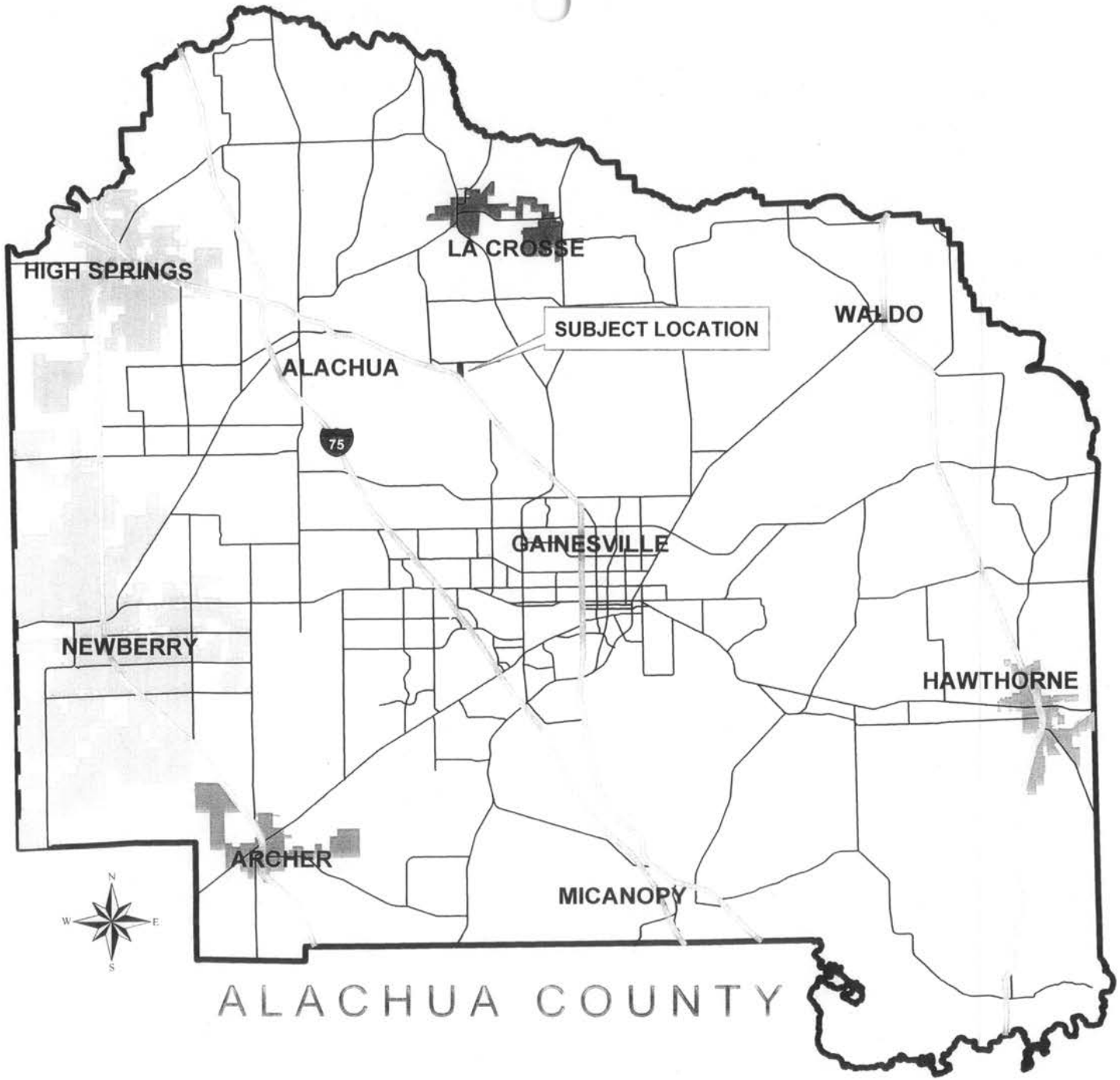
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

5-09-2011

STEPHEN J. EMMONS Date
Professional Surveyor & Mapper Fla. License No. 6185

ALACHUA COUNTY PUBLIC WORKS SURVEYING
PHONE (352) 374-5245
5620 NW 120th LANE
GAINESVILLE, FLORIDA 32653

SURVEY DATE	FIELD BOOK	DRAFTER	PROJ. NO.
01/12/2005	D, PAGES 29–31	S. EMMONS	04–019
REVISION DATE(S)	DRAWING SCALE	COMPUTER FILE	SHEET NO.
05/09/2011	1" = 300'	04–019SKETCH.dwg	1 of 1


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

June 28, 2011 Regular BoCC Meeting
Agenda Item #37

Title
CHOICES Health Services and Gainesville Family Eyecare (Amended)

Amount
N/A

Description
Request Approval and execution of the CHOICES Health Services and Gainesville Family Eyecare agreement.

Recommendation
Approve and Execute the CHOICES Agreement for Vision Care with Gainesville Family Eyecare.

Alternative(s)
Do not approve the CHOICES Agreement for Vision Care with Gainesville Family Eyecare.

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney

Originating Department
Community Support Services

Attachment(s) Description
Gainesville Family Eyecare Agreement FY11-12

Documents Requiring Action
Gainesville Family Eyecare Agreement FY11-12

Executive Summary
Gainesville Family Eyecare, will be responsible for providing certain specified vision care services to eligible indigent and medically poor Alachua County Residents. This agreement is for the period of July 1, 2011 through September 30, 2012.

Background
This is a new CHOICES Provider Agreement with Gainesville Family Eyecare for the provision of Vision Care.

Issues
If not approved, less vision care services will be available to CHOICES Enrollees.

Fiscal Recommendation
Approve the CHOICES Provider Agreement for Vision Care services with Gainesville Family Eyecare. Sufficient funds have been appropriated for FY11 and FY12.

Fiscal Alternative(s)
Do not approve the CHOICES Provider Agreement for Vision Care with Gainesville Family Eyecare.

Funding Sources

Indigent Healthcare Surtax.

Account Code(s)
010-2926-562.31-60

Attachment: Gainesville Family Eyecare Final.pdf

CHOICES PROVIDER AGREEMENT
FOR VISION CARE

THIS AGREEMENT is made and entered into this 28th day of June 2011, by and between Alachua County, Florida, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter singularly referred to as County) and Herlevich, O.D., & Krol, O.D., P.A. dba Gainesville Family Eyecare (hereinafter referred to as Provider), whose address is 4650 NW 39th Place, Suite D, Gainesville, FL 32606.

W I T N E S S E T H:

WHEREAS, the Community Health Offering Innovative Care and Educational Services (CHOICES) Health Services program is charged with the effective and efficient use of taxpayer monies to maximize delivery of cost effective health care services to qualified and medically poor County residents pursuant to §212.055(7), Florida Statutes; and

WHEREAS, the County is working in partnership with health care providers in Alachua County to ensure the stable provision of quality health care services to qualified and medically poor County residents; and

WHEREAS, the County and Provider desire to enter into a contract to provide certain health care services to persons determined by the County to be eligible for CHOICES services;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein, and other good and valuable consideration, the parties agree as follows:

1. **SCOPE OF SERVICES**

A. Provider will participate in the CHOICES Health Services Program (hereinafter referred to as "CHOICES" or "Program") as providers of certain specified health care services ("Covered Services") and will provide, or assure provision of, the services specifically described and noted in Attachment A-1, Scope of Services.

B. Provider must furnish, at its own cost and expense, (unless otherwise specified herein) all equipment, tools, materials, facilities and labor of every description necessary to carry out and complete the tasks, requirements, terms, and conditions set forth in this Agreement.

C. All health care services shall be provided in a good, substantial, and professional manner.

2. **TERM**

A. This Agreement will become effective on July 1, 2011 and shall continue in full force up to and including September 30, 2012, unless terminated as provided herein. The parties have the option to renew this Agreement for one (1) additional one-

additional one-year terms under the same terms and conditions provided herein by written amendment to the Agreement.

B. Provider must commence performance of the services required on said effective date.

3. **ELIGIBILITY FOR CHOICES**

A. County will consider requests for payment only for those Enrollees that are certified as eligible for CHOICES at the time service is delivered, based upon County's eligibility criteria, and only for Covered Services specifically presented herein.

B. County will allow Provider access to current Enrollee enrollment so that Provider can independently verify Enrollee enrollment for its use as necessary and legally permissible.

C. At the time of enrollment, each Enrollee will be provided written proof of eligibility for Covered Services.

4. **COMPENSATION**

A. Payment for Covered Services provided pursuant to this Agreement will be made by County on a fee-for-service basis in accordance with the applicable rates included in Attachment B, Payment Policy.

B. The Provider shall collect the applicable co-pay amount set forth in Attachment B from the Enrollee for the service rendered.

C. No minimum amounts are guaranteed to any individual Provider and the total payable to any individual Provider shall be dependent upon actual utilization of Covered Services by eligible Enrollees and this Agreement's not-to-exceed amount, regardless of the number of Participating Providers under contract with County.

D. County shall make the final determination of payment for eligible services provided pursuant to this Agreement.

E. In no event shall Provider bill, attempt to collect, and/or request reimbursement from an Enrollee for Covered Services covered under this Agreement, except for the co-payment described herein.

5. **BILLING**

Provider agrees to prepare and submit reimbursement requests in a manner that is consistent with the requirements specified in Attachment A, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing rules for transaction, security and privacy.

6. **PROMPT PAYMENT PROCEDURES**

A. All payments made pursuant to this Agreement by County through its designated third party administrator (TPA) to Provider shall be made on a reimbursement basis in accordance with the applicable provisions of Florida Statutes Chapter 218, Part VII and the County's prompt payment procedures.

B. The applicable requirements detailed in this Agreement will be substantially incorporated into any agreement between the County and a third party administrator for the CHOICES program.

7. **INDEMNIFICATION**

The Provider agrees to indemnify and hold harmless the County, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by negligent acts or omissions of the Provider and other persons employed or utilized by the Provider in the performance of this Agreement. This indemnification provision shall survive the termination of this Agreement.

8. **Project Records**. For a period of five (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the PROVIDER shall keep and make available to the COUNTY for inspection and copying, upon written request by the COUNTY, all records in PROVIDER's possession relating to the contract. Additionally, the PROVIDER shall make said records available, upon written request by the COUNTY, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

Any document submitted to the COUNTY may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

During the term of this agreement or license, PROVIDER may claim that some or all of PROVIDER'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 PROVIDER in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. PROVIDER 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 PROVIDER as "Confidential Information" or "CI".

The COUNTY shall promptly notify the PROVIDER in writing of any request received by the COUNTY for disclosure of PROVIDER's Confidential Information and the PROVIDER may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. PROVIDER 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. PROVIDER shall

investigate, handle, respond to, and defend, using counsel chosen by the COUNTY, at PROVIDER's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. PROVIDER 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. PROVIDER releases COUNTY from claims or damages related to disclosure by COUNTY.
If parts of this agreement are to be considered CI, then Provider shall provide a fully redacted version for use by the County.

9. **AMENDMENTS**

The parties may amend this Agreement only by mutual written agreement of the parties.

10. **THIRD PARTY PAYOR**

A. Provider understands and acknowledges that, in accordance with § 212.055, Florida Statutes, County is required by law to be the payor of last resort with respect to reimbursement for Covered Services rendered under this Agreement. Should the Enrollee inform the Provider that he or she is covered by an available benefit program as described in subsection 9.C. herein, the Provider shall inform the County of such coverage.

B. Under no circumstances will County be responsible to pay for any services provided in connection with a work related accident or injury and Provider shall not bill County for any such services.

C. For purposes of this Agreement, available benefit programs include governmental and non-governmental third party payors including but not necessarily limited to Medicare, Medicaid, Veterans Administration, commercial insurance benefits, worker's compensation, settlements, judgments and/or any other potentially responsible persons. Whenever County has paid for services that are determined to be covered by another governmental program, County shall be repaid in full and prior to any other person, program or entity. In the event payment is denied, due to no fault of Provider, and the service is a Covered Service, Provider may submit an appeal of the denial to County. Such an appeal shall include both an explanation and documentation of the reason for the governmental entity's denial of payment.

D. Provider may not initiate and/or pursue any action, legal or otherwise, to collect for Covered Services rendered against Enrollee for which it has also billed the County unless consented to in writing by the County. Further, with the exception of worker's compensation benefits, Provider, by billing County, thereby assigns all of its right, title and interest in such unrealized or uncollected private third party benefits to County and agrees to assist County in identifying and collecting any such benefits. This assignment of rights by Provider only applies in cases where County has made or assumes responsibility for payment of services rendered by Provider. It is intended that if a resource of a liable third party becomes available at any time, Alachua County should not bear the burden of medical assistance to the extent of such resources.

E. In the event an Enrollee is eligible for other third party benefits and Provider is denied payment due to fault of Provider, such claims for payment shall also be denied by County and Enrollee may not be billed for such services.

11. **RECORD KEEPING**

A. Subject to applicable State and federal laws and regulations, Provider will keep adequate records and supporting documentation applicable to this contractual matter and for the Covered Services provided hereunder. Said records and documentation will be retained by Provider for six (6) years from the date of termination or expiration of the last renewal term of this Agreement, or as required by federal or State laws, whichever is longer.

B. County and its authorized agents will have the right to audit, inspect, and copy all such records and documentation related to Enrollees under this Agreement as often as County and its authorized agents deems necessary during the period of this Agreement and during the records retention period thereafter; provided, however, such activity will be conducted at County expense and during Provider's normal business hours.

C. County, during the time period expressed in Paragraph 10.A above, will have the right to obtain a copy of and otherwise inspect any audit made at the direction of Provider as concerns the aforesaid records and documentation, or any Covered Services provided pursuant to this Agreement and the payment therefore, unless such audit is protected under the attorney/client privilege.

D. Nothing in this section is meant to in any way affect, modify or abridge the protections and immunities afforded by §395.0193, Florida Statutes or any applicable State or federal law in connection with peer review activities.

E. Subject to all requirements under State and federal laws and regulations, including HIPAA, County also reserves the right, as payor and plan operator, to examine and obtain copies of Enrollee medical records and any other billing records related to this Agreement. The parties understand and agree that disclosure of Enrollees' medical records to County is subject to written consent by the Enrollee(s). Such copies, if authorized, will be provided in accordance with applicable Florida law, including photocopy charges set forth therein.

F. If applicable, County and Provider will execute Data Set Agreements as required by HIPAA.

12. **ASSIGNMENT OF INTEREST**

Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

13. **DEFAULT AND TERMINATION**

A. Termination for cause: The failure of the Provider to comply with any provision of this Agreement will place the Provider in default. Prior to terminating this Agreement, the County will notify the Provider in writing. This notification will make specific reference to the provision which gave rise to the default. The County shall give the Provider seven (7) days in which to present a plan and timeline to cure the default.

The Director of the Alachua County Department of Community Support Services is authorized to provide written notice of default on behalf of the County. If in the County's sole opinion either the proposed timeline or plan provided to cure the default is unacceptable, the County may proceed with termination as provided herein. If the default situation is not corrected within the time established by the County, the County Manager is authorized to provide final termination notice.

B. Termination without cause: The County may terminate this Agreement without cause by first providing at least twenty-four (24) hours written notice to the Provider prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County. The County will pay the Provider for all work satisfactorily completed prior to and no longer than thirty (30) days following any notice of termination.

C. Termination for insufficient funds: 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 Provider. The County will be the final authority as to the availability of funds. The County will pay the Provider for all work satisfactorily completed prior to and no longer than thirty (30) days following any notice of termination.

D. Except for termination for cause above, Provider shall continue to provide Covered Services to an Enrollee who is receiving Covered Services from Provider on the effective termination date of this Agreement until the Covered Services being rendered to the Enrollee by Provider are completed (consistent with existing medical ethical/legal requirements for providing continuity of care to an Enrollee), unless CHOICES makes provision for the assumption of such Covered Services by another CHOICES provider. CHOICES shall complete the reassignment of all Enrollees to another CHOICES provider within one hundred eighty (180) days, pursuant to CHOICES policies, following the effective termination date of this Agreement. County will compensate Provider pursuant to rates detailed in Attachment B for Covered Services provided to an Enrollee during said one hundred eighty (180) day period.

14. **WAIVER**

The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

15. **NOTICES**

Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of the County and Provider are:

County: CHOICES Director
Community Support Services Department
218 SE 24th Street
Gainesville, Florida 32641

A copy of any notice, request or approval to the County must also be sent to:

County

Alachua County Board of County Commissioners
Office of Management and Budget
Grants/Contracts
105 S.E. First Avenue, Suite 6
Gainesville, FL 32601

Provider Gainesville Family Eyecare
4650 NW 39th Place, Suite D
Gainesville, FL 32606

And to

J.K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

16. **LAWS AND REGULATIONS**

The Provider will comply with all laws, ordinances, and regulations, applicable to the work required by this Agreement. The Provider is presumed to be familiar with all state and local laws, ordinances, rules and regulations that may in any way affect the work outlined in this Agreement. If the Provider is not familiar with state and local laws, ordinances, rules and regulations, the Provider remains liable for any violation and all subsequent damages or fines.

17. **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.

18. **SURVIVABILITY**

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

19. **FLORIDA PUBLIC ENTITY CRIMES, SUSPENSION OR DEBARRMENT**

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the

threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal or termination of an existing contract for cause. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, provider, offerer or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer or proposal.

C. Any Provider who has been suspended or debarred by the County, the State of Florida or federal governments may not participate as a Provider in this program. By signature, the Provider warrants that it has not been convicted of a Public Entity Crime in Florida and are not currently under suspension or debarment by Alachua County, the State of Florida, the federal government, or any agency thereof.

D. Subject to extenuating circumstances beyond Provider's reasonable control, Provider shall immediately verbally notify County if Provider is involved in or aware of any act, event, or occurrence which materially affects Provider's ability to carry out duties and obligations under this Agreement, including, but not limited to, suspension or loss of license, loss of hospital privileges, loss of professional liability coverage, exclusion from participation in Medicare, Medicaid, or other federal health care programs (eligible providers), conviction of a felony, or incapacity to perform the essential functions of this Agreement, with or without accommodation. Provider's verbal notification shall be confirmed in writing, and sent to County, within three (3) Business Days of such verbal notification.

20. INSURANCE REQUIREMENTS

The Provider shall provide adequate liability coverage on a comprehensive basis and hold such liability insurance at all times during the existence of this Agreement and any renewal(s) and extension(s) hereof. Upon execution of this Agreement, unless it is a State agency or subdivision as defined by §768.28, Florida Statutes, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Agreement. Upon execution of this Agreement, the Provider shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. Proof of Insurance is attached hereto as Attachment C.

21. CONFLICT OF INTEREST

Provider warrants that neither it nor any of its employees has any financial or personal interest that conflicts with the execution of this agreement. Provider shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

22. SUBCONTRACTING

Provider agrees to bind every subcontractor who may directly or indirectly provide services and/or commodities to any Enrollees to the applicable terms and

conditions of this Agreement. However, nothing in this Agreement creates a contractual relationship between any subcontractor and County.

23. **GOVERNING LAW AND VENUE**

This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

24. **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.

25. **THIRD PARTY BENEFICIARY**

This Agreement does not create any relationship with, or any rights in favor of, any third party.

26. **HIPAA COMPLIANCE**

A. Both Provider and covered components of the County shall be in full compliance with all HIPAA regulations and provisions, including the privacy of Enrollee protected health information and securing all necessary releases/authorizations for the release of Enrollee information as required.

B. Both Provider and covered components of the County shall require that any and all employees, agents, subcontractors and any others who receive protected health information abide by the privacy requirements of HIPAA.

C. Provider and covered components of the County shall comply with all the requirements of the HIPAA laws and regulations related to security, transactions and privacy.

D. Provider and County shall maintain a contingency plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested.

E. Provider agrees to execute a separate Data Set Agreement as may be required by HIPAA, governing transactions and code sets and security.

27. **ABILITY FOR PROVIDER TO COLLECT FOR "NON-COVERED/NON-ELIGIBLE SERVICES"**

It is recognized that Enrollees may request of Provider Non-Covered Services that are not authorized by CHOICES and are, therefore, payable by Enrollee.

28. **ATTACHMENTS**

All Attachments attached to this Agreement are incorporated into and made part of this Agreement.

29. **CAPTIONS AND SECTION HEADINGS**

Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

30. **COLLUSION**

By signing this Agreement, Provider declares that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

31. **COUNTERPARTS**

This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

32. **INDEPENDENT CONTRACTOR**

In the performance of this Agreement, Provider is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Provider is solely responsible for the means, method, technique, sequence, and procedure utilized by Provider in the full performance of this Agreement.

33. **PERMITS**

The Provider will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

34. **PROHIBITION AGAINST CONTINGENT FEES**

Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

35. **SUCCESSORS AND ASSIGNS**

The County and the Provider 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.

36. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

37. **PROGRAM UPDATE**

The County Manager is authorized to sign amendments that make changes to Attachment A in accordance with actions by the Board of County Commissioners provide such changes will not increase the cost of the Agreement by more than $50,000.00 during any contract year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY
COMMISSIONERS

By: _____
Lee Pinkoson, Chair

June 28, 2011
Date

ATTEST

_____
J.K. Irby, Clerk

APPROVED AS TO FORM:

_____
Alachua County Attorney

PROVIDER

By: _____
Norah L. Krol, O.D.
Printed name and title

June 3, 2011
Date

Attest by Corporate Officer

BY: _____
Nancy Herlevich, OD
Printed name and title

Attachment A

Scope of Services

1. **Definition of Terms:**
   A. **Assessment** - the health care practitioner's assessment of Enrollee's health.
   B. **Business Day** - Monday through Friday from 8am-5pm except for holidays observed by Alachua County government. This is not to be construed as Provider service hours that may vary from a Business Day.
   C. **CHOICES** - an acronym for Community Health Offering Innovative Care and Educational Services and refers to CHOICES Health Services Program: the program of benefits provided under CHOICES, herein referred to as CHOICES or as the Program.
   D. **CHOICES Fee Schedule** – the schedule of payments for Covered Services
   E. **Covered Services** - health services, supplies or products for which CHOICES will pay Providers when the Enrollee's status meets the criteria defined for receipt of the service.
   F. **Enrollee** - a person enrolled in the CHOICES Health Services program.
   G. **Grievance procedure** - a written protocol and procedure detailing an organized process by which Enrollees or Providers may express dissatisfaction with care, goods, services or benefits received and the resolution of these dissatisfactions.
   H. **Health care**- a comprehensive array of services provided to promote optimum health of Enrollees with an emphasis on prevention and health promotion: includes medical, oral health and behavioral health care services as well as ancillary services and pharmaceuticals.
   I. **MD** - a Medical Doctor who currently holds a license for the practice of medicine in the state of Florida.
   J. **Non-Covered Services** - health services, supplies or products for which CHOICES will not pay; services provided by a non-participating Provider; or services the Participating Provider is not approved to provide.
   K. **Participating Network Provider** – an organization with which CHOICES has an agreement to provide health services, supplies or products for CHOICES Enrollees.
   L. **Risks** – behaviors, biological, genetic or environmental factors that pose a risk to a person's health, for example, drug use, obesity or a family history of diabetes.
   M. **Site**- the assigned Provider location that is selected by the Enrollee for the provision of health care services stipulated in this Agreement.
   N . **TPA** – Third Party Administrator who maintains Enrollee information and pays claims on behalf of the Program.

2. **CHOICES Health Services Enrollees**:
   A. **General Description** - The Provider shall deliver Specialty Care to adults who meet eligibility requirements established by CHOICES.

B. **Enrollee Eligibility** - Enrollees eligible for Covered Services under this Agreement shall be limited to those defined by Section 39.10.05 of the Alachua County Code.

C. **Enrollee Eligibility Determination** - The County will determine eligibility for CHOICES and provide the Enrollee an identification card. The eligibility period will be certified for 15 months and shall end at the last day of the fifteenth full month following the initial certification. At the end of the certification period, the Enrollee may or may not be recertified for continuing eligibility. Providers shall verify eligibility at each visit to ensure Enrollee is still eligible for Covered Services

3. **Service Tasks**:

Covered Services shall be provided to assigned Enrollees.

A. Telephone or written follow-up for those Enrollees who miss scheduled appointments.

4. **Staffing Requirements**:

A. Staffing Levels - The Provider will maintain sufficient qualified staff to provide Covered Services according to the requirements of this Agreement.

B. Professional Qualifications - The health care practitioners must practice according to the constraints of their individual practice acts and/or protocols. Professional personnel records should document training as appropriate to their individual practice. Staff who are required by Florida law to have a license to practice must have proof of a current Florida license. The physicians and other health care practitioners assisting with the medical services must have demonstrated knowledge and skills in the area of medicine in which they will be performing or assisting.

C. Staffing Changes - Staffing changes may be made at the discretion of the Provider as long as replacement personnel have the required professional qualifications.

5. **Provider Site(s) Location and Support**

A. Service Delivery Location - Covered Services shall be provided at the facilities located at and times shown in Attachment A-2.

B. Changes in Location - The Provider must notify the County contract manager of any anticipated changes in the Sites(s).

C. Support - The Provider will supply all necessary office personnel, equipment, instrumentalities and supplies as required for provision of Covered Services that are usual and customary for a medical practice in the community.

6. **Deliverables:**

Provider will report all services (Covered and Non-Covered) provided to Enrollees using CMS 1500 forms or HIPAA compliant electronic format acceptable to the County and submitted to the TPA within 180 calendar days of providing the service. Provider will make a good faith effort to bill electronically.

7. **Provider Responsibilities:**
   - **A.** Provider will have a continuous quality improvement program (QIP) that includes monitoring of quality of care, documentation, and qualifications required for hiring professional staff. Provider will submit results of QIP if requested by County.
   - **B.** All services provided to the Enrollee will be documented in the Enrollee's medical chart using accepted medical records standards.
   - **C.** Provider agrees to refer Enrollees only to other County Participating Providers for Covered Services.
   - **D.** Provider will respond to enrollee complaints by documenting issues and responses in writing.
   - **E.** Provider will notify County or the County's TPA if they have indications that Enrollee may be eligible for or is receiving health benefits from another source including workers' compensation or insurance related to an accident.
   - **F.** If an Enrollee is dismissed by the Provider for cause, the Provider will notify CHOICES within two Business Days and will continue to provide Covered Services for a time period consistent with existing medical ethical/legal requirements for providing continuity of care to an Enrollee.
   - **G.** If the Provider offers services that the Enrollee needs but which are not a Covered Service, the Provider may provide and charge the Enrollee for the service but must make the distinction between Non-Covered and Covered Services to the Enrollee before providing the Non-Covered Service. The Provider will inform the Enrollee of the charge for the service before the Enrollee agrees to accept it.
   - **H.** Provider will submit Covered Services and Non-Covered Services provided to Enrollees on the CMS 1500 or HIPAA compliant electronic format acceptable to the County and submitted to the TPA, to allow County to document all services rendered to Enrollees.
   - **I.** Provider will assist in recruitment of Enrollees by making referrals to County of potentially eligible adults; distributing informational materials when and where practical; making space temporarily available to County staff for recruitment and enrollment; and participating in health fairs and other community activities.

8. **County Responsibilities:**
   - **A.** The County will provide a written provider manual that contains its written guidelines, policies, grievance procedure, and pharmacy protocol. If any part of the provider manual conflicts with the terms and conditions of the Agreement, then the terms and conditions of this Agreement shall prevail.
   - **B.** The County will provide training for Providers in Program policy, procedures and services, and how to bill and use services of TPA.
   - **C.** The County will conduct periodic monitoring visits during which Enrollee charts will be reviewed and Provider's staff will be interviewed to determine issues and concerns about CHOICES.

Attachment A-1
Covered Services for Vision Care Services

Description: CHOICES reimburses for services rendered by licensed, CHOICES participating providers (Ophthalmologists, Optometrists, and Opticians).

CHOICES reimbursable services include:

- Annual Comprehensive Eye examination including refraction
- One pair of eyeglasses (frame and lens) annually
- Eyeglass lenses will be single vision, bifocal, or trifocal lenses in CR-39 (plastic)

Limitations: CHOICES reimbursement for vision services has the following limitations: CHOICES will provide one comprehensive eye exam during a twelve-month period. Eyeglasses are limited to no more than one pair of eyeglasses per member, per year, based on medical necessity as determined by a medical professional.

Co-pay: There is a $10 co-pay for the Comprehensive Eye exam and $25 Co-pays for Eyeglasses.

CHOICES Eyeglass Benefit and Reimbursement
Patient Benefits

Patient Co-pay	Frame Allowance	Single Vision Lenses	Flat Top Bifocals(FT-28)	Trifocals (7x28)
$25.00	$100.00	Covered	Covered	Covered

Additional Options
****Patient pays for any additional upgrades**

Frame Overage	Patient Pays Difference Less 20%	
Scratch Coating	Patient Pays	$20.00
Polycarbonate Lenses	Patient Pays	$30.00
Tint	Patient Pays	$10.00
UV 400	Patient Pays	$15.00
Transition Lenses	Patient Pays	$65.00
Progressive (Standard)	Patient Pays	$75.00
Progressive (Premium)	Patient Pays	$120.00

Provider Benefits

Frame Reimbursement	Single Vision Lenses Reimbursement	Flat Top Bifocals(FT-28) Reimbursement	Trifocals (7x28) Reimbursement
$60.00	$45.00	$55.00	$60.00
Billing Code CHS10	Billing Code CHS15	Billing Code CHS20	Billing Code CHS25

Attachment A-2: Provider Site(s) Locations and Times of Service

Provider: Gainesville Family Eyecare
Address: 4650 NW 39th Place, Suite D
Gainesville, FL 32606
Phone: 352-373-0000
Website: www. gainesvillefamilyeyecare.com
Hours: Mon-Tue, Fri 9am-5pm; Wed-Thu 10am-7pm; Sat 9am-1pm

Attachment B: Payment Policy for Vision Care Services

Payment for Covered Services detailed in Attachment A-1, "Covered Services for Vision Care Services", will follow the CHOICES guidelines and will reimburse the Provider only for services listed in this attachment. The rates paid for services will be the CHOICES Fee Schedule. Payment will be through a combination of claims payment from County through their TPA and co-pay from the Enrollee. The Enrollee will pay a co-payment of $10.00 or $25 (specific to services rendered) for each visit and the County will pay the remainder of the amount based on the covered service billed. The County is not responsible for paying Provider the co-payment.

Provider shall submit invoices on CMS 1500 forms or in HIPAA compliant electronic format to the County or the TPA paying claims on behalf of County. Claims must be submitted within 180 days of service delivery and must accurately provide all required information to be paid. If Provider wishes to resubmit or appeal a denied claim, it must be resubmitted within 90 days of the written rejection notice. Claims not meeting these guidelines will not be paid.

Attachment C: Insurance

PACO

PROOF OF INSURANCE

Recipient:

Norah L Krol, OD
4650 NW 39th Place, Suite D
Gainesville, FL 32606

Lynne K. Cooke
Authorized Representative

THIS PROOF OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE RECIPIENT. THIS PROOF OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE CERTIFICATE REFERENCED BELOW.

ISSUE DATE: 06/30/2010

CERTIFICATE HOLDER: Norah L Krol, OD
Herlevich,OD & Krol,OD PA
4650 NW 39th Place, Suite D
Gainesville, FL 32606

COMPANY AFFORDING COVERAGE: PACO Assurance Company, Inc.
3000 Meridian Boulevard
Suite 400
Franklin, TN 37067

THIS IS TO CONFIRM THAT THE COVERAGE LISTED BELOW HAS BEEN ISSUED TO THE CERTIFICATE HOLDER NAMED ABOVE FOR THE PERIOD INDICATED:

TYPE OF INSURANCE: Professional Liability - Optometry

CERTIFICATE NUMBER: 2OP0367118

TERM EFFECTIVE DATE: **07/24/2010**

TERM EXPIRATION DATE: **07/24/2011**

CURRENT OCCURRENCE LIMITS: **$2,000,000/$4,000,000** **Individual Optometrist**

Cancellation: SHOULD THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL NOTIFICATION WITHIN 30 DAYS TO THE ABOVE NAMED RECIPIENT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

June 28, 2011 Regular BoCC Meeting
Agenda Item #38

Title
Amendment to Health Options, Inc. Agreement (Amended)

Amount
N/A

Description
Amendment to allow CHOICES Consultant Actuaries to have access to on-line Health Options utilization and claims data for the CHOICES Program.

Recommendation
Approve the Amendment to allow CHOICES Consultant Actuaries to have access to on line Health Options utilization and claims data for the CHOICES Program.

Alternative(s)
Do not approve the Amendment.

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

Originating Department
Community Support Services

Attachment(s) Description
Exhibit E of the Administrative Services Agreement between CHOICES and Health Options (3 copies require signature).

Documents Requiring Action
Exhibit E of the Administrative Services Agreement between CHOICES and Health Options (3 copies require signature).

Executive Summary
CHOICES claims and utilization data is presented by Health Options on-line for analysis and planning. Currently only CHOICES staff has access to the data. This amendment (Exhibit E) will give access to the data to Gallagher Benefit Services, consulting actuaries to the CHOICES Program.

Background
CHOICES regularly asks Gallagher Benefit Services to examine utilization and claims data to project future costs, assess benefit trends, and to perform other analyses. To provide them with the raw data necessary to respond to our requests the CHOICES staff must download the data, put it in an appropriate format and transmit to the actuary. With this Amendment the actuary can directly access the data.

Issues
Seeking a more efficient method to transmit data to the Consulting Actuary. This amendment will allow that. CHOICES and Health Options retain the right to terminate access by the consulting actuary.

Fiscal Recommendation

There is no direct expenditure related to this Amendment.

Fiscal Alternative(s)
There is no direct expenditure related to this Amendment.

Funding Sources
NA

Account Code(s)
NA

Attachment: BCBSFl Amendment Final.pdf

EXHIBIT" E"

TO THE ADMINISTRATIVE SERVICES AGREEMENT
between
HEALTH OPTIONS, INC.
and
ALACHUA COUNTY'S CHOICES HEALTH SERVICES

CONFIDENTIALITY AND INDEMNITY AGREEMENT

This Agreement, effective March 25, 2011 is entered into between Health Options, Inc.(hereinafter "Administrator"), Alachua County's Choices Health Services (hereinafter "Employer"), and Gallagher Benefit Services, Inc. (hereinafter "Consultant").

WHEREAS, Employer has directed Administrator to provide Consultant access to certain Confidential Information (hereinafter defined) for cases which meet the criteria, which Employer has determined is necessary for Consultant and to perform the certain services for the Employer; and

WHEREAS, Administrator desires to safeguard the confidentiality of the medical claims and other information acquired with regard to the covered group members and their covered dependents and to safeguard information regarding Administrator's policies and procedures which are regarded as confidential and proprietary; and

WHEREAS, Employer and Consultant recognize the legitimate interests of Administrator and the individuals whose health benefits are administered by Administrator in the proprietary, confidential, and private nature of such Confidential Information, and Administrator is willing to provide the Confidential Information only if its use is restricted to the purpose for which it is released and its confidentiality is maintained;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. For the purposes of this Agreement, "Confidential Information" means the information listed below in this Paragraph 1, any information that Consultant learns or becomes aware of, directly or indirectly, through the disclosure of Confidential Information, and any and all summaries, distillations, excerpts, work product or other documents utilizing or incorporating same, whether in whole or in part.

   - Medical claim record information concerning individuals covered under the Plan,
   - Administrator's provider contract information, e.g., allowances, fee schedules, etc., and
   - any other information designated by Administrator as confidential, trade secret, or proprietary.

2. Consultant shall only request, use and disclose the minimum amount of Confidential Information necessary for Consultant to perform the services for Employer.

3. Confidential Information shall not include information that (i) is already known to Consultant on effective date of this agreement; (ii) is or becomes known to the general public other than as a direct or indirect result of any act or omission of Employer and Consultant or the affiliates, officers, directors, partners, employees, or agents (collectively, the "Related Parties") of Employer and Consultant, (iii) is lawfully received by Consultant from a third party that Consultant has verified is free to disclose the information without restriction on disclosure; or (iv) is independently developed by Consultant without use of Confidential Information.

4. Subject to applicable laws, Administrator will release to Consultant certain Confidential Information for purposes of: 1) monitoring designated cases for which reinsurance coverage may be available to Employer; and/or 2) auditing claims payments made by Administrator; provided that Employer is in compliance with all other terms and conditions of this Agreement and the Administrative Services Agreement, and Consultant are in compliance with all other terms and conditions of this Agreement.

5. Consultant each acknowledge that Administrator will provide Confidential Information to Consultant in confidence and solely for Consultant's use in performing the services for Employer. Accordingly, Consultant each agrees (i) to protect any and all Confidential Information Consultant receives from unauthorized access, use and disclosure; (ii) not to use the Confidential Information for any purpose other than performing the services for Employer; (iii) not to record, copy, or reproduce any Confidential Information in any form, except to the extent necessary to perform the services for Employer; (iv) not to disclose the Confidential Information to, or otherwise permit to access the Confidential Information, any third party, including without limitation Consultant's Related Parties, except as expressly provided herein or with Administrator's prior written consent; (v) to limit access to and use of the Confidential Information to those of Consultant's employees who have a need to know such information for the purpose of performing the services and have acknowledged, in a writing which will be made available to Administrator upon request, their individual agreement to the terms hereof; and (vi) to take any and all other steps necessary to safeguard Confidential Information against unauthorized access, use, and disclosure to at least the extent Consultant maintains the confidentiality of its most proprietary and confidential information.

6. Consultant shall ensure that its agents, contractors and vendors to whom it discloses Confidential Information agree to abide by those provisions within this Agreement that govern the use, disclosure, and protection of all Confidential Information obtained from Administrator. This provision shall not be construed to permit any delegation or assignment of Consultant's obligations otherwise prohibited by this Agreement.

7. Consultant shall promptly report in writing to Administrator any use or disclosure of Confidential Information not provided for under this Agreement, of which Consultant becomes aware, but in no event later than within five business days of first learning of

any such use or disclosure. Consultant shall mitigate, to the extent practicable, any harmful effect that is known to Consultant of a use or disclosure of Confidential Information by Consultant in violation of this Agreement.

8. Consultant may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation; provided, however, that (i) Consultant will provide Administrator with immediate written notice of any request that Consultant disclose Confidential Information, so that Administrator may object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Consultant shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Consultant disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.

9. By disclosing Confidential Information to Consultant under this Agreement (including but not limited to information incorporated in computer software or held in electronic storage media), Administrator grants Consultant no ownership right or interest in the Confidential Information. When Consultant no longer needs the Confidential Information for the purpose for which it was disclosed but no later than the expiration or termination of this Agreement, Consultant shall collect and return to Administrator or destroy all Confidential Information received from or on behalf of Administrator that Consultant has in its control or custody in any form and shall retain no copies of such information. Consultant shall complete these obligations as promptly as possible. Upon request, an authorized officer of Consultant shall certify on oath to Administrator that all Confidential Information has been returned or destroyed and deliver such certification to Administrator within ten (10) business days of its request. If return or destruction of any Confidential Information is not feasible, Consultant shall limit further uses and disclosures of such Confidential Information to those purposes making return or destruction infeasible and continue to apply the protections of this Agreement to such Confidential Information for so long as Consultant retains such Confidential Information. Consultant may, subject to its continued adherence to its obligations of confidentiality as defined in this Agreement, retain one copy of documents containing Confidential Information to defend its work product and to comply with applicable insurance record-keeping laws and regulations.

10. In the event that Consultant performs any of the services on Administrator's premises, Consultant agree not to remove from Administrator's premises any Confidential Information that is provided to or obtained by the Consultant on such premises, without the prior written consent of Administrator.

11. In any report or transmittal to Employer by Consultant that contains or pertains to oral or written Confidential Information, no medical information or dates of service will be identifiably attributed to any particular employee, dependent, or provider. Furthermore, any such report or transmittal shall not contain any information designated by Administrator as confidential, trade secret, or proprietary.

12. As the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA-AS) and certain of its implementing regulations (HIPAA-AS Regulations) are now effective, Employer and Consultant agree to institute any additional procedures and/or agreements required to ensure the parties' compliance with that law and those regulations. Employer represents and warrants that Employer (i) has amended each Plan's plan document to permit Employer to perform plan administration for the Plans (including the activity(ies) described in the recital clauses above) in accordance with 45 C.F.R. § 164.504(f) of the HIPAA-AS Regulations ("HIPAA Amendment"); (ii) has delivered to each Plan and Administrator a written statement, certifying its amendment of the Plan's plan document as required by the HIPAA-AS Regulations and its agreement to comply with that amendment; and (iii) has obtained each Plan's permission to receive individually identifiable health information from Administrator for the purposes and subject to the restrictions and protections described in the HIPAA Amendment. Consultant agrees to be bound, and to cause any agent or subcontractor to be bound, by the same restrictions and protections agreed to by Employer in the HIPAA Amendment with respect to any individually identifiable health information encompassed within the Confidential Information Consultant receives.

13. No health insurance records or information, or claims information, shall be disclosed without the prior written authorization of the individual whose records or information would be disclosed; provided, however, that Consultant may release information provided pursuant to this Agreement to subsidiaries of Consultant so long as any and all such subsidiaries agree to abide by all terms and conditions of this Agreement.

14. Employer and Consultant shall comply with all applicable federal, state or local laws, rules, or regulations or any other order of any authorized court, agency, or regulatory commission, and all applicable professional standards and practices, concerning the handling and/or safekeeping of information and/or other records of the nature disclosed by Administrator hereunder and shall use such information only for proper and lawful purposes.

15. Employer and Consultant shall comply with all state and federal laws regulating the disclosure of patient records or private and medically sensitive information released pursuant to this Agreement, including without limitation, alcohol and drug abuse patient records, information relating to treatment of alcohol or drug dependency, HIV testing results, and psychological or psychiatric evaluation.

16. To the extent permitted by law now or hereinafter enacted, Employer agrees to indemnify, defend, and hold Administrator and each of its officers, directors, employees, agents, and other representatives (collectively, "Administrator's Related Parties") harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or relating to the disclosure of Confidential Information to Employer and Consultant, including without limitation any Liability incurred as a result of any actual or alleged breach by Employer, Consultant, Reinsurer or any Related Parties of Employer and Consultant of

any applicable law, regulation, or other legal mandate or any provision of this Agreement.

17. Consultant agrees to indemnify, defend, and hold Administrator and Administrator's Related Parties harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or in connection with any actual or alleged breach by Consultant or any of Consultant's Related Parties of any applicable law, regulation, or other legal mandate or any provision of this Agreement.

18. Administrator shall have the option to either provide its own legal counsel or arrange for outside counsel for the defense of such matters referenced above, and the costs of either shall be borne by the indemnifying party in the event of indemnification.

19. Employer and Consultant acknowledge and agree that Administrator operates in a highly regulated and competitive environment and that the unauthorized use or disclosure of Confidential Information will cause irreparable harm and significant injury to Administrator, which will be difficult to measure with certainty or to compensate through money damages. Accordingly, Administrator shall be entitled to seek injunctive or other equitable relief, without bond, and/or specific performance as a remedy for any breach of this Agreement. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

20. It is understood and agreed that no failure or delay by Administrator in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

21. Upon occurrence of any of the following, this Agreement shall terminate without notice, unless notice is specifically required:

    a. Termination of the Administrative Services Agreement.

    b. If Administrator determines at its own discretion that the Confidential Information released pursuant to this Agreement is not being adequately protected by either Employer and Consultant for confidentiality purposes.

    c. Upon fifteen (15) days notice to Employer and Consultant, as appropriate. Such notice shall be given without need for cause.

    d. Upon any attempt by Employer and Consultant (which attempts shall be null and void) to assign this Agreement or the right to receive information, without the prior express consent of Administrator.

e. Upon enactment of or the effective date of, whichever first occurs, any applicable state or federal law or any rule or regulation of any agency having applicable jurisdiction, which law, rule or regulation shall prohibit (in part or in full) Administrator from fulfilling its obligations hereunder. No penalty, liability or damage shall be applicable or claimed by Employer and Consultant against Administrator in such event.

22. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties and neither party shall have the right to bind the other to any contracts, agreements, or other obligations without the express, written consent of an authorized representative of the other.

23. This Agreement shall be governed and construed by the laws of the State of Florida (irrespective of its choice of law principles). It constitutes the entire Agreement between the parties in reference to all matters expressed in the Agreement. All previous discussions, promises, representations, and understandings between the parties pertaining thereto, if any, being merged herein.

24. This Agreement may not be assigned, nor any obligations delegated, by Employer and Consultant, without the prior written consent of Administrator, and any such non-permitted assignment or delegation shall be void.

25. In the event any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Florida Legislature or by any regulation duly promulgated by the officers of the United States or the State of Florida acting in accordance with law, or if declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

26. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

27. The obligation of Employer and Consultant to protect the privacy of Confidential Information as specified in this Agreement shall be continuous and survive the expiration or termination of this Agreement. In addition, the rights and obligations of the parties set forth in Sections 9, 11, 16 - 20 and of this paragraph 27 of this Agreement shall survive its expiration or termination.

28. This Agreement may be amended by mutual agreement of the parties, but no such amendment shall become effective until it is reduced to writing and signed by duly authorized representatives of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as set forth below.

EMPLOYER
ALACHUA COUNTY'S CHOICES HEALTH SERVICES

By: _____

Title: _____

Date: _____

ADMINISTRATOR
HEALTH OPTIONS, INC.

By: _____

Title: V.P. Major Accounts

Date: 5/20/11

CONSULTANT
GALLAGHER BENEFIT SERVICES, INC.

By: _____

Title: AREA PRESIDENT

Date: 4/11/11

APPROVED AS TO FORM

_____
ALACHUA COUNTY ATTORNEY

ATTEST:

_____
J. K. IRBY, CLERK

EXHIBIT 1

Administrator shall release confidential information to Consultant for cases which meet the following criteria:

Any claim information necessary to allow for the performance of:

1. Actuarial and Statistical Analysis
2. Quality assessment and improvement activities
3. Performance monitoring
4. Payment activities
5. Procurement of vendors to supply necessary administrative and/or network support functions.
6. Budget projections & reserve calculations